



Chemstar WATER Supplier Code of Conduct

Through this Chemstar WATER Code of Conduct (CoC) Chemstar WATER has established company standards that include ethical business practices and regulatory compliance. Similarly, Chemstar WATER expects the companies with whom we do business to embrace this commitment to integrity by complying with—and training their employees on—the CoC.

1. COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

Chemstar WATER's suppliers, employees, agents, and subcontractors must follow the Code of Conduct (CoC) while doing business with or on behalf of Chemstar WATER. This includes complying with all applicable laws and regulations and implementing the CoC in their operations and supply chains. Suppliers must promptly report any violation of the CoC to Chemstar WATER. Chemstar WATER may conduct audits or inspections to ensure compliance and Suppliers that violate the CoC or any Chemstar WATER policies risk termination of their business relationship with Chemstar WATER. Suppliers must also provide information and documentation to support supply chain due diligence when requested by Chemstar WATER.

2. LEGAL AND REGULATORY COMPLIANCE PRACTICES

All Chemstar WATER Suppliers must conduct their business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of Chemstar WATER, and must, without limitation, meet the following requirements:

- **Trade:** Comply with all laws and regulations applicable to the import or export of the Items, including but not limited to trade laws and sanctions regulations. Suppliers will not provide controlled technologies, products, or technical data to Chemstar WATER, without providing notice of such controls as necessary for Chemstar WATER to maintain compliance with applicable laws.
- **Antitrust:** Conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business.
- **Anti-Corruption:** Conduct business in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA") and the anti-corruption and anti-money laundering laws that govern the jurisdictions in which Suppliers conduct business.
- Suppliers must comply with anti-corruption and anti-money laundering laws, including laws on lobbying, donations, hiring, and payments to public officials, and prohibit bribery, corruption, extortion, and embezzlement. They are not allowed to offer or pay anything of value to government officials or other parties to improperly influence any act or decision. "Government official" includes employees of government entities, private individuals acting on behalf of a government entity, and officers and employees of government-owned companies. Suppliers must report any unethical behavior, bribery, or kickbacks by their personnel, representatives, or partners.

3. BUSINESS PRACTICES AND ETHICS

All Chemstar WATER Suppliers must conduct business interactions and activities with integrity and trust, without limitation:

- **Business Information Reporting:** All business information and reporting activities are to be conducted honestly and accurately and comply with all applicable laws regarding their completion and accuracy.
- **Communication:** Be honest, direct, and truthful in discussions, including those with regulatory agency representatives and government officials.
- **Press:** Never speak to the press about Chemstar WATER unless directed to
- **Publicity:** Suppliers will not issue press releases or other publicity related to their relationship or agreements with Chemstar WATER without approval.



- **Gifts and Entertainment:** Suppliers must comply with anti-corruption and anti-money laundering laws, including laws on lobbying, donations, hiring, and payments to public officials, and prohibit bribery, corruption, extortion, and embezzlement. They are not allowed to offer or pay anything of value to government officials or other parties to improperly influence any act or decision. "Government official" includes employees of government entities, private individuals acting on behalf of a government entity, and officers and employees of government-owned companies. Suppliers must report any unethical behavior, bribery, or kickbacks by their personnel, representatives, or partners.
- **Conflicts of Interest:** Be honest, direct, and truthful when answering questions from Chemstar WATER about relationships with Chemstar WATER employees. Avoid improprieties and conflicts of interests or the appearance of either. Suppliers must not deal directly with any Chemstar WATER employee whose spouse, domestic partner, other family member or relative holds a financial interest in the Supplier.
- **Engaging Subcontractors:** Obtain written consent from Chemstar WATER prior to engaging a subcontractor to fulfill Supplier's obligations to Chemstar WATER in addition to meeting any other obligations contained in any agreement a Supplier may have with Chemstar WATER.

4. HUMAN RIGHTS AND FAIR LABOR PRACTICES

Chemstar WATER expects its Suppliers to (1) comply fully with all employment laws, (2) share its commitment to respect all human rights and to provide equal opportunity in the workplace as set forth in the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the UN Global Compact Principles and the International Labour Office (ILO) Core Labor Standards, and (3) take effective measures to remedy any adverse human rights and fair labor impacts, including the disclosure of any and all potential violations and cooperating fully in subsequent investigations into such violations.

All Chemstar WATER Suppliers must, without limitation:

- **Not discriminate and not harass.** Suppliers must ensure a workplace free of harassment, discrimination, and retaliation, and respect the rights of all demographic groups, including women and migrant workers. They should provide equal opportunity, reasonable accommodation, and not engage in discrimination based on various protected characteristics. Suppliers should not require medical tests except where required by law or for workplace safety, and they must accommodate disabilities to the extent required by law.
- **Prohibit the use of child labor.** Chemstar WATER strictly prohibits the use of child labor and requires suppliers to follow international standards and local legal requirements. No one under the age of 15 or legal minimum working age should be employed, and suppliers must have a remediation plan in place in the event of any child labor found. Chemstar WATER supports legal youth employment but prohibits fraudulent or deceptive use of apprenticeship programs. Workers under the age of 18 should not perform work that may jeopardize their health or safety.
- **Prohibit the use of Forced Labor, Prison Labor and Trafficking in Persons.** Suppliers must not use forced or prison labor, engage in human trafficking, or procure commercial sex acts. They must have a voluntary labor compliance plan in place that includes training to identify and prevent forced labor and other forms of slavery. Suppliers must also inform their personnel about policies and programs related to preventing such practices and provide remediation in case of any violations.
- **Ensure workers have access to identity-related and personal documents.** Suppliers and their agents are not allowed to keep workers' documents or require them to pay deposits. Workers should have access to their identity and immigration papers, and they should be free to leave their employment without facing any penalties.
- **Provide safe housing when the Supplier intends to provide accommodations.** If the Supplier will provide housing or hotel accommodations for employees working in the country where work will be performed, all accommodations provided must be in compliance with the host country's housing and safety standards.
- **Use appropriately trained recruiters to support compliance.** Suppliers must use recruiters and employment agencies that comply with international standards and local labor laws. They are not



allowed to charge recruitment fees to workers, and if workers are found to have paid such fees, the suppliers must reimburse them.

- **Make conditions of employment clear when hiring.** Suppliers must provide clear and accessible information regarding key terms and conditions of employment, including wages, location of work, living conditions, housing costs, any other costs to be charged, and hazards involved in the work. Contracts and handbooks must clearly convey the conditions of employment in a language understood by the worker and reflect applicable laws and regulations. The use of misleading or fraudulent practices during recruitment or employment is prohibited.
- **Provide written employment contracts or agreements when necessary.** Suppliers must provide a written employment contract or work document in a language that the employee understands, which includes details about work descriptions, wages, work locations, time off, and applicable laws and regulations that prohibit trafficking in persons. If the employee must relocate to perform the work, the document shall be provided at least five days prior to that relocation. Foreign migrant workers must receive the employment contract before departing from their home country, and the contract cannot be changed upon arrival unless it meets applicable laws or provides equal or better employment terms.
- **Provide fair compensation.** Suppliers must provide fair compensation to all employees, including migrant workers, and ensure that their pay meets the legal minimum standards required by local law. Workers with disabilities must receive the full minimum wage rate as defined by Executive Order 13658. All employees and workers must receive a clear and understandable wage statement.
- **Treat employees with dignity and respect.** Suppliers must not engage in any harsh or inhumane treatment, including violence, gender-based violence, sexual or other harassment including psychological harassments or threats, sexual abuse, corporal punishment, mental or physical coercion, bullying, or public shaming.
- **Meet working hours and rest day requirements.** Suppliers are prohibited from requiring workers to work more than the maximum hours as set by international standards, including the International Labour Organization.
- **Provide effective grievance procedures and work in partnership with Chemstar WATER to remedy any identified human rights violations.** Suppliers are required to establish effective grievance procedures for employees to report workplace concerns, including harassment and discrimination, without fear of retaliation. These procedures should be culturally appropriate and may include anonymous reporting. Workers should be trained on these procedures and retaliation against workers for raising workplace concerns is strictly prohibited. Suppliers must work with Chemstar WATER to address any human rights violations and their associated impacts.

5. HEALTH AND SAFETY

Chemstar WATER Suppliers are required to develop and implement health and safety management practices in all aspects of their business. Without limitation, Suppliers must: Suppliers must comply with all occupational health and safety laws and regulations, provide a safe work environment, establish an occupational health and safety management system, and prohibit the use of illegal drugs. The occupational health and safety management system must include risk and hazard identification and assessment, incident recordkeeping, investigation, correction action, and continual improvement. Chemstar WATER may request compliance evidence.

6. ENVIRONMENTAL PROTECTION AND COMPLIANCE

Chemstar WATER expects its suppliers to comply with all environmental laws and regulations and take measures to reduce carbon emissions, water consumption, and waste generation. Suppliers must obtain all necessary permits, prevent waste, manage hazardous materials, and disclose greenhouse gas emissions data, including plans to reduce emissions by 2030. Suppliers must also comply with Chemstar WATER's requirements for product labeling, material content, recycling, and disposal.



7. PROTECTING INFORMATION

Chemstar WATER Suppliers must respect intellectual property rights, protect confidential information, comply with security standards, policies, and controls, comply with privacy rules and regulations, and adhere to Chemstar WATER's Document Retention Policy and Retention Schedule as applicable. All Chemstar WATER Suppliers must, without limitation:

- **Business Continuity:** The supplier for Chemstar WATER must have a documented emergency response and disaster recovery plan that includes procedures for dealing with natural disasters, resource constraints, system and facility outages, power outages, and telecommunication outages. The plan must be reviewed and tested annually to ensure compliance with industry standards and Chemstar WATER's requirements. This is to protect data, intellectual property, and ensure business continuity.
- **Physical and Intellectual Property:** This passage outlines the expectations for suppliers in regards to protecting and using the physical and intellectual assets of Chemstar WATER, respecting intellectual property rights, using Chemstar WATER-provided technology only for authorized purposes, prohibiting solicitation of Chemstar WATER employees, complying with intellectual property ownership rights, and considering all data on Chemstar WATER-owned equipment as property of Chemstar WATER.
- **Security:** This set of guidelines outlines security and access protocols for suppliers working with Chemstar WATER. Suppliers must work with a designated project owner to understand and comply with security standards and policies, address vulnerabilities immediately, and not share Chemstar WATER information or customer data without permission. They must maintain control over corporate and personal devices, keep software up to date, and report incidents involving customer data promptly. Additionally, they must not bypass security controls or install unlicensed software on devices accessing Chemstar WATER data.
- **Privacy:** All suppliers are required to follow local privacy laws, provide clear privacy notices, honor privacy choices, protect data with secure products and services, and cooperate with Chemstar WATER's compliance efforts.
- **Retention of Corporate Records and Internal Business Information (all formats):** The requirements below apply to all formats of information assets, globally and enterprise wide.
 - Business records created, managed, or used on Chemstar WATER premises or equipment/tools must be kept for at least 5 years.
 - Chemstar WATER will own and control all information created, managed, or used outside of its premises and equipment/tools as stated in the contract.
 - In certain cases, the Supplier may need to retain or provide data to Chemstar WATER for a specific time period or legal/audit matter.

8. ADDITIONAL STANDARDS FOR CHEMSTAR WATER ACCESS

- **Non-Interference.** Except as may be provided in any Definitive Agreement, Supplier agrees that, without obtaining the prior written consent of Chemstar WATER, neither such Party nor any of its affiliates or Representatives (each, a "Restricted Person") shall, directly or indirectly, for itself or on behalf of another person or entity, induce, influence, or encourage any client, customer, supplier or other similar third party of Chemstar WATER that became known to Supplier directly or indirectly pursuant to any Confidential Information or any discussions or communications relating to the evaluation or negotiation of the Purpose or performance under the Definitive Agreement (each, a "Customer" or "Supplier," as the case may be) to alter, terminate, diminish or breach its contractual or other business relationship with Chemstar WATER.
- **Non-Circumvention.** Supplier shall not, and shall cause each Restricted Person to not, directly or indirectly, except in collaboration with or with the prior express written consent of Chemstar WATER: (i) enter into any transaction with any party introduced to Supplier by Chemstar WATER (the "Introduced Party") similar to, in competition with, or which otherwise could have the effect of preventing Chemstar WATER from receiving the full benefit of the Purpose or the Definitive Agreement; or (ii) solicit the Introduced Party to enter into any such transaction.



- **Non-Solicit; No Hire.** Supplier shall not solicit for employment or hire any current employee (or former employee who last worked for Chemstar within the past 60 days of the date of solicitation or hire) with whom Supplier communicated or to whom Supplier was introduced during the course of the Parties' business dealings. The restrictions in this Section 9(c) shall not prevent Supplier from soliciting or hiring any former employee of Chemstar WATER who last worked for Chemstar WATER more than sixty (60) days prior to the date of solicitation or hire or soliciting through third-party recruiters or general job postings that do not target Chemstar WATER.
- Chemstar WATER requires suppliers, contractors, sub-contractors, consultants, landlords, business guests, and partners to conduct background checks on personnel who need access to Chemstar WATER's network, email, SharePoint sites, platforms, or any other tool, site, or facility owned or leased by the company. These checks aim to ensure that the people accessing Chemstar WATER's facilities, equipment, networks, or systems do not pose undue safety or security risks. The company identifies the minimum background screening components that must be conducted for each country, such as identity checks, criminal record reviews, national criminal database searches, sex offender registry checks, and global sanctions reviews. Suppliers must ensure that the sub-contractors they use comply with these requirements. If a supplier becomes aware of criminal activity by their personnel, they must report it to Chemstar WATER Global Security within 24 hours. The supplier must indemnify Chemstar WATER Parties for any damages, penalties, and liabilities that may arise from its failure to conduct background checks.

8.1 USE OF CHEMSTAR WATER FACILITIES AND NETWORK

- i. Suppliers cannot use any Chemstar WATER facilities unless they have written consent from Chemstar WATER. When Supplier personnel require access to Chemstar WATER facilities or networks, they must sign applicable contracts. Suppliers and their employees must not use their location on Chemstar WATER's premises or network access to obtain unauthorized information or materials. If a significant injury or damage occurs on Chemstar WATER premises, the supplier must promptly notify Chemstar WATER.

9. RAISING CONCERNS AND REPORTING QUESTIONABLE BEHAVIOR

To report questionable behavior or a possible violation of the CoC, Suppliers are encouraged to work with their primary Chemstar WATER contact in resolving their concern. If that is not possible or appropriate, please contact Chemstar WATER COO at boris.lester@chemstarwater.com.

Chemstar WATER will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of the CoC.