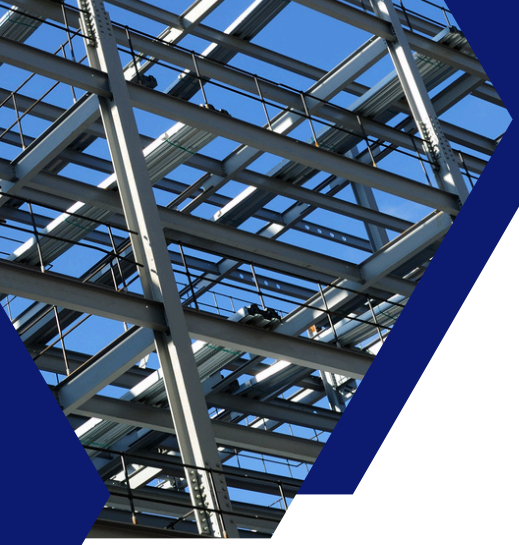
LITANA
for your success





CODE OF CONDUCT

I. INTRODUCTION

Litana Group Companies are committed to conducting business in a responsible and sustainable way. We require the same of our suppliers, customers, service providers, joint venture partners or other persons engaging in business with members of the Company (“Business Partners”).

Code of Conduct provides an important background for Litana group company’s (“Company”) ongoing engagement with its Business Partners and sets forth the minimum requirements for Business partners.

The principles formulated in Code of Conduct constitute the essential principles and criteria for our Business Partners selection and evaluation.

II. IMPLEMENTATION OF THE CODE OF CONDUCT

The Code of Conduct shall form part of all contracts entered into between Company and their Business Partners. Business Partners must act and demonstrate that the practices and principles outlined in the Code of Conduct are used within their daily operations. The Business Partner shall further ensure that all of its personnel and entities involved, and those working on the Business Partner's behalf, are aware of the standards, principles and ambitions set out in this Code of Conduct.

Code of Conduct is integral part of every Contract Company is entering in.

Company requires their Business Partners to pass on equivalent compliance standards to their own business partners in order to ensure that the supply chain conforms to the compliance values set forth herein.

The Business partner shall be held responsible to Company for ensuring compliance with the Code of Conduct by his employees, Company representatives, as well as the business partners the Business Partner is using to supply products and/or services when doing business with Company.

Company reserves its rights to audit its Business Partners against compliance with this Code of Conduct. Upon request by Company, Business Partners are expected to provide access to premises, relevant information and documentation demonstrating compliance with the principles and expectations stipulated in this Code of Conduct.



III. COMPLIANCE AND REPORTING

Company expects its Business Partners to undertake adequate, and risk-based due diligence to know their own business partners. Business Partners acknowledge that Company values transparency and encourages all its Business Partners and their employees to report any concerns about potential violations of this Code of Conduct or applicable laws and regulations to Company. Such reports may be made through Company' integrity channel available on its homepage, to info@litana-group.com, or to another contact person within Company.

It is each Business Partners' responsibility to take immediate and relevant remedial actions with respect to any non-compliance with the requirements set out in Code of Conduct without delay. Company reserves the right to terminate the contracts with its Business Partners in the event of material breach of any requirements set out in this Code of Conduct and/or in the event of a continuous disregard for the joint ambitions set out in this Code of Conduct.

Inform me is mechanism that ensures the possibilities for Company employees, Business Partners and the general public to report the possible breaches of the Code of Conduct. Company assures, that it will be investigated and treated in confidence.





LITANA
for your success

GOOD GOVERNANCE, BUSINESS INTEGRITY

I. COMPLIANCE WITH LAWS

Business Partners shall comply with all applicable laws and regulations of their country of origin as well as in countries in which they operate, and act in a sustainable, ethical and socially responsible manner. In the conflict of laws and regulations between countries, the highest standard should be applied.

II. CORRUPTION AND IMPROPER PAYMENTS

Business Partners shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other improper or unethical business practices. Business Partners shall prohibit corruptions and bribery, such as giving or offering anything of value to a government official or company representative, including Company employees, to influence the decision. Business Partners shall not make political contributions to influence decisions made by or on behalf of Company.

III. ANTI-MONEY LAUNDERING

Business Partners shall firmly oppose all forms of money laundering or criminal payments and shall take steps to prevent their business transactions from being used by others to launder money.



IV. GIFTS, HOSPITALITY AND EXPENSES

Business Partners are aware that Company does not request, accept, offer, authorize or provide hospitality or gifts that may improperly influence – or create the appearance of improperly influence – or create the appearance of improperly influencing – our business decisions, or decisions by our customers or others with whom we work.

Hospitality such as social events, meals or entertainment may be offered if there is a clear business reason for the hospitality. The costs must be kept within reasonable limits. Travel, accommodation, and other expenses for individuals representing Company, will always be paid by Company, unless other arrangements are agreed in the contract.

V. COMPETITION

Business Partners shall under no circumstances cause or be part of any breach of general or special antitrust laws, competition laws and regulations, such as illegal cooperation on pricing, illegal market sharing or any other behavior. Company believes fair competition benefits Company, our stakeholders and society as it drives efficiency and innovation, which are the basis of a well-functioning market economy.

VI. CONFLICT OF INTEREST

When acting as a representative of an employer or other party, we all are responsible for making decisions in the best interest of that employer or party without regard for personal gain. If Business Partners become aware of a potential conflict of interest, they shall notify Company without delay.



VII. TAX OBLIGATIONS

Business Partners shall engage in responsible and transparent tax practice, comply with all applicable tax laws and regulations, and disclose all the necessary information to the relevant authorities and adopt responsible tax positions.

VIII. DATA PROTECTION AND CONFIDENTIALITY

Company requires its Business Partners to respect third-party intellectual property rights and trade secrets and to protect Company's or our customers' intellectual property rights, trade secrets, and personal data, which Business Partners may become aware of in the course of contract execution with Company.



LITANA
for your success

MANDATORY TERMS AND CONDITIONS OF THE LITANA GROUP OF COMPANIES REGARDING COMPLIANCE WITH INTERNATIONAL SANCTIONS

I. GENERAL PROVISIONS

1.1. The companies operate in compliance with the sanctions regimes of the Republic of Lithuania, the European Union, and other applicable international sanctions.
1.2. To ensure compliance with sanctions requirements, the Companies carry out enhanced checks on the origin and routes of goods and business partners in their activities.
1.3. Proper compliance with sanctions is a prerequisite for any economic activity with the Companies.
1.4. These rules are binding on all Business Partners of the Companies from the date of their entry into force without separate signing.

II. SANCTIONS COMPLIANCE STATEMENTS AND WARRANTIES

2.1. The Business Partner represents and warrants that throughout the duration of the contractual relationship with the Companies, the Business Partner, its shareholders, beneficiaries, members of management bodies, partners, representatives, customers, suppliers, carriers, or other persons related to the activities are not subject to international sanctions, including, but not limited to, restrictive measures applied under:
1) Council Regulation (EC) No. 765/2006 of May 18, 2006, concerning restrictive measures in view of the situation in Belarus and Belarus' involvement in Russia's aggression against Ukraine (with all subsequent amendments and additions);



2) Council Regulation (EU) No. 833/2014 of July 31, 2014, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (with all subsequent amendments and additions); etc.

2.2. The Business Partner also declares that:

- The sanctions do not apply to the Business Partner's cargo, its country of origin or destination, the route of transport, the recipient or any other participant in the supply chain.
- The Business Partner is not included in any database of sanctioned entities or persons.

III. VERIFICATION AND CONTROL OBLIGATIONS

3.1. The Business Partner undertakes to:

- Perform ongoing due diligence (thorough verification of business partners' compliance) with respect to all of its business partners, carriers, customers, and other parties to transactions.
- Ensure that:

a) Goods/cargo are marked (with labels),

b) Catch certificates are provided when required or when requested by the Company.

c) The chosen freight routes are consistent with business logic,

d) The reliability of transport companies is verified by ensuring that carriers are not subject to restrictions or sanctions as provided for in clause 2.1 of these terms and conditions.

IV. VERIFICATION AND CONTROL OBLIGATIONS

4.1. The Business Partner must immediately, but no later than within 1 (one) business day, notify the Companies of:

- any changes related to the circumstances, confirmations, and obligations specified in clauses 2.1, 2.2, or 3.1 of this agreement;
- changes in information about sanctions or newly discovered circumstances;
- possible discrepancies in origin or inaccuracies in documents.



4.1. Companies have the right to request explanations and documents (e.g., certificates of origin, purchase and sale agreements, documents confirming the compliance of carriers, etc.), and the Business Partner undertakes to provide them within 2 (two) business days of receiving the request.

V. LIABILITY

5.1. If the Business Partner fails to fulfill its obligations or if it is determined that it sought to avoid sanctions:

- The Companies shall have the right to suspend the execution of a specific order or the entire contract;
- unilaterally terminate the contract without court proceedings and without compensation for damages.

5.2. The Companies shall not be liable for any damage incurred by the Business Partner or third parties due to the implementation of sanctions or possible restrictions.
5.3. The Companies shall have the right to submit the information and documents provided by the Business Partner to the state authorities supervising the implementation of international sanctions at their request.

VI. FINAL PROVISIONS

6.1. Business Partners who do not agree to comply with these terms and conditions must notify the Companies in writing before entering into a cooperation agreement.
6.2. Upon receipt of such notification, the provision of services to the Business Partner shall be suspended from the moment of receipt of the notification.



LITANA
for your success

RESPECT FOR PEOPLE

I. HUMAN RIGHTS

Business Partners shall respect and protect human rights and health in the supplier's workplace and business activities and to ensure that working conditions are in line with the law and with internationally applicable standards and conventions, and promote diversity and equality. Further, it is required that Business Partners conduct human rights impact assessments and due diligence to identify and address potential adverse impacts. They must ensure that their operations do not result in any negative human rights impacts. Business Partners are also expected to establish and enforce robust systems to reduce risks of adverse human rights impacts within their operations and supply chain. In the event that Business Partners are found to be responsible for any adverse human rights impacts, they are obligated to take corrective actions to address and rectify the situation.

II. HEALTH AND SAFETY

Company cares for its people and the people affected by its workplaces, and Company continuously strive to develop a work environment that promotes health, safety and well-being. Company aims to lead our industry in health and safety performance, with continuous, measurable improvements toward our goal of an injury-free environment. Company promotes and shares sound personal safety and accident prevention practices with Company's supply chain and throughout Company's industry.

Company expects its Business Partners to support and protect human rights and health in the supplier's workplace and business activities and to ensure that working conditions are in line with the law and with internationally applicable standards and conventions.



LITANA
for your success

III. MINIMUM AGE OF LABOUR

Business Partners shall prohibit the employment of children below the age of 14. If the child is secured the right of education, play, rest and family life, limited exceptions may be made if this is clearly in the best interest of the child and according to applicable laws. Business Partners shall secure that person under the age of 18 do not perform any hazardous work or work that will jeopardize their health and safety, including night shifts.

IV. FORCED LABOUR

Business Partners shall neither engage nor employ people against their own free will through any form of forced, indentured, bonded or prison labour nor require lodging deposits, recruitment fees or identity documents upon commencing employment. This applies to workers hired directly or indirectly, through contractors, agents or labour brokers.

V. FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING

Business Partners shall recognize their employees' rights to form and join trade unions and to be represented in collective bargaining agreements.

VI. EMPLOYMENT PRACTICES

Business Partners shall comply with local laws, regulations and agreements regarding working hours and ensure that working hours are not excessive. They shall ensure that wages paid to employees and contracted labour are fair, liveable and in compliance with local laws, regulation and agreements. Business Partners shall secure that all their employees and contracted labour are provided with a written agreement of employment setting out employment conditions in a language the employee can understand and with access to effective grievance mechanisms.



LITANA
for your success

VII. NON-DISCRIMINATION

Business Partners shall treat their employees and hired labour equally and fairly. Business Partners shall not accept any form of harassment or discrimination on the basis of among others age, gender, gender expression, sexuality, disability, race, ethnicity, religious belief, political opinion, class, national origin or any other basis prohibited by laws and regulations.

VIII. MINORITY RIGHTS

Business Partners shall pay special attention to the rights, requirements, values and integrity of indigenous peoples and other minority groups affected by their operations.

IX. HUMAN TRAFFICKING

Business Partners shall not accept any form of or support to human trafficking.

X. SECURITY RESOURCES

Business Partners shall observe strict requirements for the selection of security contractors to avoid human rights risks in countries where security firms are not properly regulated.

XI. EQUALITY, DIVERSITY AND INCLUSION

Business Partners shall strive to ensure equality, diversity, and inclusion throughout their business, including equal opportunities, and strive for a balance between the genders, increased diversity and inclusion in all parts and levels of the business.



LITANA
for your success

ENVIRONMENTAL RESPONSIBILITY

I. EMBEDDING SUSTAINABILITY IN STRATEGY AND REPORTING

Company expects Business Partners to be committed to protecting the environment and to manage their operations in a responsible manner with a view to fulfilling the environmental requirements defined in the applicable laws, regulations, or permits. Company expects Business Partners to meet or exceed the requirements set forth in the applicable environmental laws and regulations. Business Partners is responsible for managing, measuring, and minimizing the environmental and social impact of his facilities, products and projects. Specific focus areas include reduction of air emissions; waste reduction, recovery, and management; water use and disposal; and greenhouse gas emissions.

Business Partners must:

– ensure that activities allow for efficient use of resources and reduction in all types of harmful substances, focusing on climate, energy, materials and waste;

– show a proactive approach for continuous improvement of their environmental work including the development of their products or services they provide;

– provide managers and Company with ideas that could lead to innovations with a positive environmental impact.

II. RESEARCH AND DEVELOPMENT

Company encourages Business Partners to engage in the development of science, technology and innovation and the use of best available technology in support of the sustainability agenda. Company aspires Business Partners to be frontrunners in using, sharing and scaling technology for solving global challenges and contribute to the diffusion of knowledge and innovation through collaboration and data transparency.