

**DATAGROUP PRIVATE JOINT STOCK COMPANY
SUPPLIER CODE OF CONDUCT**

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Introductory Provisions

Our Principles

DATAGROUP Private Joint Stock Company (hereinafter –DATAGROUP) implements and maintains fair and ethical business conduct, which means, inter alia, fair and honest interactions with Suppliers and consumers, increased responsibility and motivation of employees, increased productivity, working on reputation, competent work with regulations and financial assets.

Focusing on result, honesty, efficiency, fairness and transparency are the basic principles that are underlying in determining the rules of conduct that our employees profess.

Scope and Compliance

This Supplier Code of Conduct ("Code") applies to all DATAGROUP suppliers ("Supplier" or "Suppliers"). Compliance with the Code is mandatory in executing any agreements/contracts/deeds between DATAGROUP and Suppliers.

DATAGROUP requires Suppliers to adhere unconditionally to the principles of legality and transparency, avoiding any illegal/unlawful actions, violations of established norms.

DATAGROUP also expects Suppliers to comply with this Code, and Suppliers shall, in the event of non-compliance, be prepared to take an active part in remedying such non-compliance in a timely manner and, in the event of a breach of this Code, inform DATAGROUP thereof by email to compliance@datagroup.ua.

Suppliers shall ensure that their related parties, including subcontractors and other third parties acting on their behalf, comply with the standards of this Code, which also provides for full responsibility for communicating its content and ensuring that all necessary measures are properly implemented.

Legislation

Suppliers are required to comply with the laws of the country in which they are registered. Furthermore, Suppliers are obliged to comply with the laws of the countries in which they operate.

Liability

DATAGROUP reserves the right to review the extent to which Suppliers comply with this Code, and DATAGROUP may terminate any agreements/contracts/deeds with the Supplier that disregards this Code or deems that compliance with this Code is not mandatory or is impossible.

CHAPTER 1. WORK, HUMAN RIGHTS

1.1. Prohibition of Discrimination

Suppliers shall respect cultural differences and shall not discriminate against any employee on the basis of their race, colour, nationality, religion, sex, age, sexual orientation, disability, etc. In that regard, the specified features, should not affect the promotion, hiring, dismissal, and retirement. All decisions should be made solely on the basis of appropriate objective criteria.

1.2. Prohibition of Forced Labour

The Supplier undertakes not to participate in or benefit from any form of forced (involuntary) labour. Suppliers ensure that employees are treated fairly and that their rights are respected. Suppliers shall ensure that their employees understand their rights with respect to payment of wages, overtime.

1.3. Prohibition on the Use of Child Labour

The Supplier undertakes not to use or benefit from the use of child labour. All full-time employees of Suppliers must be 18 years of age or older.

Subject to existing authorisation by the applicable law, the Supplier may employ children between the ages of 14 and 18 to perform a few hours of light work per day, provided that their tasks are simple, limited and do not interfere with their educational responsibilities and do not harm their health or development.

1.4. Working Hours, Benefits, and Wages

The Supplier shall comply with the relevant statutory regulations and/or industry standards regarding wages, working hours, overtime, and benefits. The employees' working hours shall not exceed the time established by the relevant regulations. Overtime shall be voluntary, shall be remunerated, and the Supplier's employees shall be entitled to at least one day off for every seven days, and shall be given adequate breaks during work and sufficiently long rest periods between shifts.

1.5. Paid Leave

The Supplier shall comply with the norms established by the labour legislation and shall grant the right to sick leave or annual leave to all employees, as well as to parental leave for the relevant employees with a newborn or newly adopted child, in accordance with the current legislation.

1.6. Harassment

The Supplier is obliged to protect employees from any physical, verbal, sexual, or psychological harassment, to prevent situations in which the honour, dignity, and business reputation of employees will be degraded.

CHAPTER 2. HEALTH AND SAFETY

2.1. Health and Safety

The Supplier shall take care to arrange for its workers a safe and harmless working environment and to provide them with the protective equipment necessary for the safe performance of their duties. The Supplier shall formulate and adhere to a health and safety plan that clearly sets out measures to protect employees and other people who may be affected by their activities. The Supplier is expected to promote guarantees, expand and further develop safe working conditions.

The Supplier is obliged to establish and maintain procedures that are aimed at preventing accidents, as well as procedures for emergencies. These procedures should provide an opportunity to respond effectively to all health emergencies and accidents at work that have a negative impact on the surrounding area.

2.2. Systems, Documentation, and Accidents

The Supplier shall, in accordance with the applicable law, establish and maintain an effective set of measures for health and safety of the employees and carefully document all accidents, injuries, and known threats to life and health at the workplace.

2.3. Sanitary and Hygienic Infrastructure

The Supplier is obliged to create a suitable infrastructure that meets the sanitary standards and needs of its employees, as well as the number of employees accounted for by the Supplier.

CHAPTER 3. ENVIRONMENT

The Supplier shall comply with all relevant applicable legal regulations, including the Law of Ukraine "On Environmental Protection", and requirements in relation to the consequences for the environment that may be caused by its activities, products, works, or services. Suppliers should take care to comply with environmental standards, try to use less raw materials and resources to preserve the environment.

Suppliers are required to make efforts to prevent, control and implement effective systems to minimise risks, eliminate and report any negative environmental impacts from their activities. The Supplier shall take care to operate in an environmentally safe way.

Suppliers shall not use materials, radiation, chemical compounds/substances, the extraction/use/circulation of which is regulated by public authorities, or which are considered dangerous for the environment.

Furthermore, the use of regulated minerals known as 3TG metals: cassiterite/tin (stannum), coltan (columbite-tantalite/tantalum), tungstenite/tungsten, gold and others that according to the data of the US Department of State, are used to finance the conflict in the Democratic Republic of Congo (DRC) and extracted in the DRC or countries bordering the DRC, must be notified to DATAGROUP in advance. In this case, the Supplier is obliged to provide DATAGROUP with the relevant documents allowing to trace the origin of these minerals (legitimacy/legality of their extraction).

CHAPTER 4. SUPPLIER'S RELATIONS WITH SUBCONTRACTORS

4.1. Due Diligence of Subcontractors

The Supplier undertakes to ensure the elimination of inconsistencies in the subcontractor's organisation at no cost to DATAGROUP. Identification of inconsistencies that are not further settled shall be reason to terminate the agreement/contract/deed. If the actions of any of the subcontractors constitute a significant violation of the Principles for the provision of goods, works and/or services, the Supplier undertakes to replace such subcontractor with another that will meet all the requirements.

The Supplier confirms that it does not carry out and undertakes not to carry out in the future during the execution of any agreements/contracts/deeds between them and DATAGROUP any interaction with subcontractors/agents under such an agreement/contract/deed, which have individuals and/or legal entities that are residents/citizens of the Russian Federation and the Republic of Belarus among its shareholders, founders, participants, and beneficial owners, including the ultimate beneficial owners of its founder.

4.2. Audit

DATAGROUP and its customers, to whom the Supplier provides the results of the work directly and/or through intermediaries, may conduct audits, including inspections and interviews with randomly selected employees at the Supplier's premises as well as at the premises where the work is performed on behalf of the Supplier.

CHAPTER 5. BUSINESS ETHICS

5.1. Corruption, Bribery

The Supplier shall comply with all applicable anti-corruption laws and regulations of Ukraine, in particular, it is prohibited to attempt to obtain an undue advantage by offering, promising, or giving valuables to any government official, business partner, or any third party, or to engage in any other form of corruption, extortion, embezzlement or fraud that aims to obtain an advantage by dishonest means or otherwise influence the results of a commercial relationship with DATAGROUP. The Supplier undertakes to comply with all applicable laws and regulations regarding the fight against corruption, bribery, fraud, and other prohibited activities in the course of business. In particular, Suppliers must comply with (as appropriate): the Law of Ukraine

"On Prevention of Corruption", the Foreign Corrupt Practices Act of 1977 (FCPA), the United Kingdom Bribery Act (UKBA), the French Law on Transparency, Anti-Corruption and Economic Modernisation (Sapin II).

5.2. Conflict of Interest

The Supplier undertakes to prevent the occurrence of a conflict of interest when interacting with DATAGROUP.

At the same time, a *conflict of interest*, in accordance with this Code, is a conflict between the private (personal) interest of a person and their official (functional, representative) powers, the presence of which may affect the objectivity or impartiality of such a person's decision-making on the conclusion, execution, and/or termination of any agreements/contracts/deeds with DATAGROUP, as well as on committing or not committing actions during the execution of the official powers granted to them when concluding, executing or terminating agreements/contracts/deeds with DATAGROUP.

According to this Code, *private (personal) interest*, means any property or non-property interest of a person, including due to personal, family, friendly or other out-of-office relations with any individuals or legal entities.

Supplier irrevocably represents and warrants that:

- A) They have no DATAGROUP employees or their related persons among their staff.
- B) They have no DATAGROUP employees or their related persons among their owners/founders/participants/shareholders/managers/members of management bodies.
- C) They have no relationship that may indicate a real or potential conflict of interest with the owners/founders/participants/shareholders/managers/members of the management bodies/employees of DATAGROUP.

If a conflict of interest is discovered between the Supplier and DATAGROUP, the Supplier shall notify DATAGROUP in writing within three (3) calendar days of the discovery of the conflict of interest.

If the Supplier violates the terms, conditions, and clauses set forth in this clause of the Code, DATAGROUP has the right to terminate any agreements/contracts/deeds with the Supplier with prior notice to the Supplier of such termination 5 (five) calendar days before the date of termination, and the Supplier agrees and unconditionally accepts that no penalties related to the termination of agreements/contracts/deeds are applied to DATAGROUP.

5.3. Gifts and Entertainment

The Supplier shall refrain from offering funding, donations, excessive gifts and wasteful entertainment to any DATAGROUP employees for the purpose of influencing business decisions.

5.4. Transparency Principle in Conducting Business

DATAGROUP operates, and requires Suppliers to do so, in a transparent and open manner, complying with the law and ethical rules on non-disclosure of confidential information.

5.5. Reputational Risks

The Supplier shall refrain from any risks, acts, omissions that may undermine the trust and reputation of DATAGROUP. The Supplier shall observe the principles of independence, objectivity, confidentiality, and other norms of professional conduct.

5.6. Confidentiality of Information

"Confidential information" means any information of a financial, commercial, or technical nature that may be disclosed by both DATAGROUP and the Supplier either in writing or orally or in the form of samples, models or otherwise, provided that such written information is clearly and expressly marked as confidential and agreed by DATAGROUP and the Supplier.

DATAGROUP and the Supplier may enter into a separate confidentiality agreement (non-disclosure agreement).

In case of disclosure of the content of information classified as confidential and agreed between DATAGROUP and the Supplier as confidential, the guilty party shall indemnify the damages in the amount established by court.

5.7. Intellectual Property

During the development/production, performance of works/provision of services/supply of goods, Suppliers undertake to use equipment and/or software that have a duly issued/certified document confirming the legality of their creation, legality of use, transfer to DATAGROUP.

Suppliers shall use the intellectual property rights of both its own and third parties, including DATAGROUP, solely in accordance with the provisions of applicable intellectual property law and international agreements in this field.

Suppliers warrant that they do not directly or indirectly: use, sell, provide, export/import, re-export/re-import, transfer, divert, loan, lease, ship, or otherwise dispose of any software products, software, source code, technology (including products derived from or based on such software, source code or technology) or service, especially those manufactured/produced/developed/generated/invented in the United States, to any person, entity, end user or destination prohibited by trade control regulations, and without obtaining any necessary government license, permit, certificate or otherwise.

CHAPTER 6. SANCTIONS CLAUSE AND TIES WITH RESIDENTS OF THE RUSSIAN FEDERATION AND THE REPUBLIC OF BELARUS

The Suppliers undertake to comply fully and without any reservations with all sanctions restrictions and sanctions regimes implemented both by the countries in which the Suppliers are registered/carry out their business activities and by the countries, intergovernmental organisations/associations (institutions) whose sanctions may be of transnational/cross-border nature, for example, but not limited to, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union, the World Bank, the European Bank for Reconstruction and Development, etc.

In addition to the aforementioned, Suppliers undertake not to cooperate with the natural/legal persons referred to in the following:

1. Resolution(s) of the National Security and Defence Council of Ukraine "On Application, Cancellation, and Amendment of Personal Special Economic and Other Restrictive Measures (Sanctions)" and concerning natural/legal persons.
2. The United States Department of the Treasury Sectoral Sanctions Identifications (SSI) List and the Office of Foreign Assets Control (OFAC) Specially Designated Nationals And Blocked Persons List (SDN), which is part of the US Department of the Treasury system.
3. Sanctions lists of Her Majesty's Treasury of Great Britain and the Commonwealth realms and its structural units.
4. Sanctions lists of the European Union.
5. Sanctions lists of the World Bank/European Bank for Reconstruction and Development.

Suppliers acknowledge and agree that the goods/items/products/works/services/technologies including separate nodes, parts, accessories and constituent parts, software, offered/transferred to DATAGROUP are not those imported, re-imported or otherwise received by Suppliers or their subcontractors from Cuba, Iran, the Democratic People's Republic of Korea (DPRK, North Korea), Syria, Sudan, the Russian Federation, or any other countries to which the United States, the European Union and/or Ukraine apply an embargo policy.

Suppliers confirm that the goods/items/products/works/services/technologies including separate nodes, parts, and accessories, software, offered/transferred to DATAGROUP have been duly verified and approved (all necessary permits/licenses/certificates have been obtained, etc.), including the relevant permits in accordance with the Export Administration Regulations (EAR) of the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce, which is the administrator of the relevant dual-use lists (Commerce Control List (CCL) and the Export Control Classification Number (ECCN)).

Suppliers confirm that they do not have individuals and/or legal entities who are residents/citizens of the Russian Federation and the Republic of Belarus among their shareholders, founders, participants and beneficial owners, including the ultimate beneficial owners of its founder.