



**miratech**

## **Principles of Conduct for Miratech Suppliers**

**Artifact Version: 2.0**

# Principles of Conduct for Miratech Suppliers

The Miratech Group (hereinafter referred to as the Miratech Group or Miratech) shall consist of the Miratech Inc., founded under the laws of the State of Delaware, as well as any and all of its affiliates (corporation, company or other entity controlling, controlled by or under common control with Miratech Inc. For the purposes of this paragraph, "control" means ownership or control, direct or indirect, of more than 50% of the shares or interest entitled to vote or any other ability to participate in the election of directors or control the course of business).

Miratech has introduced the Principles of Conduct for Miratech Suppliers (hereinafter referred to as the Principles) to describe our corporate ethics, our methods for building relationships with each other and the world around us, and our common values. All persons following the Principles and associated with the Miratech shall be held accountable to these guidelines.

Hence, Miratech has prepared Principles reflecting Miratech basic values and selected principles in the Codes of Conduct which have special relevance for our suppliers.

Below please find the Principles, which you as a potential or existing supplier to Miratech are requested to sign and adhere to as stated herein.

## 1.1 Compliance with laws

We will comply with relevant laws and regulations applicable in countries where business is conducted by us. We will in addition comply with these Principles unless they are nonconforming with local laws and regulations.

## 1.2 Corruption and other prohibited business practices

We shall comply with all applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. We shall not offer, promise or give any undue advantage, favor or incentive to any public official or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

## 1.3 Gifts, hospitality and expenses (business courtesies)

We shall not, directly or indirectly, offer gifts to Miratech employees or representative or anyone closely related to these, unless the gift is of modest value. Hospitality, such as social events, meals or entertainments may be offered if there is a clear business purpose, but the cost must be kept within reasonable limits. Travel expenses for the individual representing Miratech shall be paid by Miratech. Hospitality, expenses or gifts shall not be offered or received in situations of contract negotiation, bidding or award.

## 1.4 Money laundering

We shall be firmly opposed to all forms of money laundering and shall take steps to prevent our financial transactions from being used by others to launder money.

## 1.5 Competition

We shall under no circumstances cause or be part of any breach of general or special competition regulations in transactions relating to Miratech, such as illegal cooperation on pricing, illegal market sharing or any other behavior that is in breach of relevant competition laws.

### **1.6 Loyalty, impartiality and conflict of interests**

We, and our employees, will not take actions nor have interests that make it difficult to perform our work for Miratech objectively and effectively. Our service for Miratech shall never be subordinated to personal gain and advantage. Conflicts of interests shall be avoided. We will never take part in or attempt to influence a decision or settlement if there is a conflict of interest or other circumstances exist, which could give grounds to question our impartiality or impartiality of our or Miratech employees. We agree that, should we breach the provisions of this section 1.6, Miratech shall immediately terminate all business relationships with us and our affiliates (corporations, companies or other entities under the same management or controlling, controlled by or under common control with us) and shall not reestablish those relationships for no less than 10 years.

### **1.7 Human worth**

We confirm that we support the international human rights as outlined by the UN Declaration and conventions. We confirm that we place great importance on ensuring compliance with labor standards as outlined in the International Labor Organization's Core Conventions concerning freedom of association, the right to collective bargaining and the elimination of forced labor, child labor and discrimination in the work place. We will not in any way cause or contribute to the violation or circumvention of human rights.

### **1.8 Freedom of association**

We shall respect the employee's right to associate freely, join worker's associations, seek representation and bargain collectively, as permitted by and in accordance with local law.

### **1.9 Forced labor**

We shall not use forced or compulsory labor. All labor shall be voluntary and workers shall be free to leave upon reasonable notice. Employees shall not be required to lodge deposits of money or identity papers with their employer.

### **1.10 Child labor**

We shall not employ any person who is below the minimum legal age for employment. Where a child (persons under 18 years) is employed, the best interests of the child shall be the primary consideration. Policies and programmes that assist any child found to be performing child labor shall be contributed to, supported, or developed. Children shall not be employed for any work that is likely to be hazardous or may interfere with the child's health or physical, mental, spiritual, moral or social development.

### **1.11 Health & Safety**

We shall provide a safe and healthy working environment in accordance with applicable laws. This includes access to clean toilet facilities, drinkable water and, if applicable, sanitary facilities for food storage. Where an employer provides accommodation, it shall be clean, safe and meet the basic needs of employees. Appropriate health and safety information and training shall be provided to employees.

### **1.12 Discrimination**

We shall behave with respect and integrity towards anyone we come into contact with through our work for Miratech. We shall create an environment free from any discrimination based on race or disability and free from bullying, harassment or similar. Accordingly, we shall not tolerate any

behaviour that can be perceived as degrading or threatening.

### **1.13 Disciplinary practices**

We shall treat employees with respect and dignity. Physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited.

### **1.14 Working hours**

The working hours of employees shall comply with national laws and shall not be excessive.

### **1.15 Payment**

We shall ensure that the employees understand their employment conditions and shall provide reasonable pay and terms to employees.

### **1.16 Environment**

We shall strive to operate in a manner that safeguards the environment and minimizes environmental damage. We shall comply with national environmental legislation and discharge permits. We will work according to internationally recognized environmental management principles and aim for continuous improvement. We will work to achieve energy efficiency and minimize harmful discharge, emissions, and waste production in a lifecycle perspective.

### **1.17 Selection of business partners, agents and other intermediaries**

We will encourage existing and potential business partners, agents and intermediaries to adopt the principles set forth in these Principles in all transactions related to Miratech.

### **1.18 Standards towards own suppliers**

We will promote the implementation of the principles set forth in these Principles towards own suppliers in all transactions related to Miratech.

### **1.19 Procurement procedures**

We will adhere to all terms and procedures set forth in the respective Miratech tender and/or RFP documentation.

In particular we shall submit our commercial offers and/or any further additional information to such offers to the Miratech procurement division (procurement@miratechgroup.com) or with a copy to the Miratech procurement division (in response to any request for commercial offer from any Miratech employee or representative).

We acknowledge that any commercial negotiations with Miratech are valid only in case Miratech procurement division representative is present. Miratech procurement representative shall be invited on each and every meeting/presentation as well as be in copy of all correspondence around potential new projects not covered by valid agreements.

Each and any price/offer request coming outside Miratech procurement division and without its representative in copy of such request shall be immediately escalated to Miratech procurement.

### **1.20 Reporting**

Should we become aware of any actual or attempted infringement of this Principles by our company, our employees or Miratech employees (including, without limitation a breach of section

1.6 hereof), we shall raise this issue with Miratech compliance committee at [compliance@miratechgroup.com](mailto:compliance@miratechgroup.com). Any questions regarding how this Principles should be interpreted or applied may be directed to Miratech compliance committee.

By signing this document, you confirm that you as a supplier to Miratech:

- Fulfill the requirements in these Principles;
- Are willing to document your compliance with these Principles and allow for verification (e.g. audits and site visits) to assess performance. To the extent you are not able, upon our request, to provide supporting documentation with respect to fulfillment of the requirements; you confirm your willingness to start a process of documenting your promotion and performance;

**By signing below we confirm that we have read and understood the Principles above and we agree will comply:**

Supplier's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_