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INNEOS SUPPLIER CODE OF CONDUCT

INNEOS is committed to conducting both domestic and international business by respecting local customs and practices while requiring its employees, agents, service providers, suppliers, and their subcontractors, to abide by applicable laws and industry standards.

This Supplier Code of Conduct is based upon INNEOS' expectation that its Suppliers, and their subcontractors, comply with all applicable laws and regulations, maintain just and decent working conditions, share INNEOS' respect for the environment, and implement sound security measures.

Suppliers shall collaboratively work with INNEOS and its agents (including third parties) to engage in assessment activities to confirm compliance with these standards, including coordinated inspections of Suppliers' facilities, and private interviews with employees. Accordingly, Suppliers should evaluate their facilities, books and records and those operated and maintained by their suppliers and service providers.

If INNEOS determines through a factory audit or otherwise that a Supplier is not meeting the requirements and expectations set forth in these Standards, INNEOS shall offer guidance with respect to matters requiring correction or that need improvement. INNEOS reserves the right, however, to cancel outstanding orders, suspend future orders or terminate its relationship with the Supplier, as circumstances demand.

A. COMPLIANCE WITH APPLICABLE LAWS

Suppliers shall comply with all applicable laws and regulations of the jurisdictions in which the Suppliers are doing business, including but not limited to labor and employment laws of those jurisdictions and any applicable United States laws. In particular, Supplier shall adhere to the laws and regulations of the countries of manufacture and distribution pertaining to product design, manufacture, packaging, labeling, and importation. Commercial invoices and other necessary documentation shall be provided in compliance with applicable laws. All products, unless specifically exempted under the applicable customs laws and regulations, shall be marked with the country of origin. Suppliers shall conduct business in compliance with any applicable anti-terrorism and anti-corruption laws such as the United States Foreign Corrupt Practices Act and UK Bribery Act of 2010.

In addition The 2010 California Transparency in Supply Chains Act requires INNEOS to evaluate its Suppliers to insure that the supply chains are free from human trafficking and slavery.

Effective January 1, 2013 INNEOS will require that its supply chain comply with the Conflict Minerals Act. We will be requiring Supplier's to certify as to whether the products that they supply to INNEOS are or are not free of Conflict Minerals. For more information please go to <http://section1502.com/category/tools-and-solutions>

Effective May 15, 2018, INNEOS will also include a section on Modern Slavery Act Compliance.

B. CODE OF CONDUCT

Suppliers are expected to maintain fundamental labor and human rights standards as described below. These standards embody those embraced by the Fair Labor Association Workplace Code of Conduct and the Electronic Industry Citizenship Coalition Code of Conduct. All references to local law below include regulations implemented in accordance with applicable local law.

Labor

No Forced Labor:

Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not to be used. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purpose of exploitation. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Excessive fees are unacceptable and all fees charged to workers must be disclosed.

No Child Labor:

Child labor is not to be used in any stage of manufacturing. The term “child” refers to any person under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

No Harassment or Abuse:

Suppliers shall treat each employee with respect and dignity and shall not subject any employee to any harsh and inhumane treatment including any physical, sexual, psychological, verbal, corporal punishment or any other form of harassment or abuse nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

Hours of Work:

Except in extraordinary business circumstances, non-exempt employees shall: (i) not be required to work more than the lesser of (a) forty-eight (48) hours per week and twelve (12) hours overtime, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, or, where the laws of such country do not limit the hours of work, the regular work week in such country plus twelve (12) hours overtime; and (ii) be entitled to at least one (1) day off in every seven (7) day period.

Nondiscrimination:

No person shall be subject to any unlawful discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin, or any other applicable prohibited basis. In addition, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way.

Wages and Benefits:

Suppliers recognize that wages are essential to meeting employees' basic needs. Suppliers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits

Overtime Compensation:

In addition to their compensation for regular hours of work, non-exempt employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Health and Safety

Suppliers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Suppliers' facilities.

Concern for the Environment:

INNEOS expects its Suppliers to conduct business in a way that demonstrates respect for the environment. Suppliers should be alert to environmental issues and share in the commitment to conserve natural resources. Suppliers are encouraged to reduce excess packaging and to use recycled and non-toxic materials whenever possible. Suppliers should take steps to minimize the negative impact their business might have on the environment particularly concerning material selection and the handling and disposal of hazardous material and other waste. Suppliers shall in all respects comply with local environmental laws and regulations. Suppliers are encouraged to develop and maintain an environmental management system based upon the ISO 14000 series standards.

- **Environmental Permits and Reporting** All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.
- **Pollution Prevention and Resource Reduction** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- **Hazardous Substances** Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.
- **Wastewater and Solid Waste** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.
- **Air Emissions** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- **Product Content Restrictions** Participants are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labeling for recycling and disposal

Security Requirements:

Suppliers should develop and implement a comprehensive plan to enhance security procedures throughout their operations. These are general recommendations that should be followed on a case-by-case basis depending on the Supplier's size and structure and may not be applicable to all. The Supplier should have written security procedures in place that addresses the following:

Physical Security:

All buildings should be constructed of materials, which resist unlawful entry and protect against outside intrusion. Physical security should include:

- Adequate locking devices for external and internal doors, windows, gates and fences.
- Segregation and marking of international, domestic, high-value and dangerous goods cargo within the facility by a safe, caged or otherwise fenced-in area.
- Adequate lighting provided inside and outside the facility to include parking areas.
- Separate parking area for private vehicles separate from the shipping/loading dock and cargo areas.
- Having internal/external communications systems in place to contact internal security personnel or local law enforcement.

Access Controls:

- Unauthorized access to the shipping, loading dock and cargo areas should be prohibited.
- The positive identification, recording and tracking of all employees, visitors and vendors.
- Procedures for challenging unauthorized/unidentified persons.
- Procedures for affixing, replacing, recording, tracking and verifying seals on containers, trailers and railcars.
- Procedures to notify Customs and Border Protection in cases where anomalies or illegal activities are detected or suspected by the company.

Personnel Security:

Suppliers should conduct employment screening and interviewing of prospective employees to include periodic background checks and application verifications in accordance with applicable statutes and regulations.

Information Systems Asset Security:

Suppliers should have an Information Systems Protection plan in place. Information Systems Protection plan's objective is to identify, assess and take steps to avoid or mitigate risk to agency information assets. The Information Systems Protection plan shall include:

- Operating controls are in place to manage information security risks in the context of overall business risks.
- Employees, volunteers, contractors, and third party users of information and information assets understand their responsibilities and will be deemed suitable for the roles they are considered for to reduce the risk of theft, fraud or misuse.
- Monitoring and reviewing the performance and effectiveness of information security policies and controls are documented.
- Ensuring information assets receives an appropriate level of protection, information will be classified to indicate the sensitivity and expected degree of protection for handling.
- Rules for acceptable use of information and information assets will be identified, documented, and implemented.

Ethics

To meet social responsibilities and to achieve success in the marketplace, Suppliers and their agents are to uphold the highest standards of ethics including:

- **Business Integrity.** The highest standards of integrity are to be upheld in all business interactions. Participants shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes). All business dealings should be transparently performed and accurately reflected on Participant's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.
- **No Improper Advantage.** Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted.
- **Disclosure of Information.** Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain is unacceptable.
- **Intellectual Property.** Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights.
- **Fair Business, Advertising and Competition.** Standards of fair business, advertising and competition are to be upheld. Appropriate means to safeguard customer information must be available.
- **Protection of Identity.** Programs that ensure the confidentiality and protection of supplier and employee whistleblowers are to be maintained.
- **Responsible Sourcing of Minerals.** Participants shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Participants shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.
- **Privacy.** Participants are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Participants are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.
- **Non-Retaliation.** Participants should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.
- **Drug Free Workplace.** Suppliers are encouraged to enforce a drug free work place policy in order to protect the health, safety and wellbeing of their employees and prevent the disruptive, adverse effects drug use can have on quality, performance and productivity.

International Traffic in Arms Regulations (ITAR) Compliance Assurance

INNEOS. designs, assembles, and ships ITAR Products and/or technical data

(documentation, software, drawings, specifications, etc.). Any ITAR products or technical data that is sent or received via electronic messaging, data transfer, or any other communication are subject to all export controls and regulations of DDTC. Transfer of ITAR product or technical data by any means to foreign persons (persons that are not a US citizen or permanent resident alien/green card holder), whether in the U.S. or abroad, without prior approval from DDTC is strictly prohibited. Additionally, transfer of ITAR product or technical data to any other manufacturer, supplier or any other such entity without written approval prior to the transfer from INNEOS is prohibited.

C. Clause for Modern Slavery Act Compliance

1. COMPLIANCE WITH LAWS AND POLICIES

1.1 In performing its obligations under the agreement, the Supplier shall and shall ensure that each of its subcontractors shall:

- (a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015; and
- (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or subcontractors supply chains or in any part of their business

2. DUE DILIGENCE

2.1 The Supplier represents and warrants that:

- (a) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

2.2 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no slavery or human trafficking in its supply chains.

3. SUBCONTRACTING

3.1 The Supplier shall not subcontract its obligations under this agreement without the prior written consent of INNEOS.

3.2 In order to help INNEOS reach a decision on a proposed subcontract, the Supplier shall provide INNEOS with a copy of any proposed subcontract, together with any other information that INNEOS may reasonably require about the proposed subcontractor.

3.3 If INNEOS agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence designed to ensure the subcontractor complies with the principles of the Modern Slavery Act 2015 and that the subcontractor shall take reasonable steps to ensure that there is no modern slavery or human trafficking in the subcontractors supply chains or in any part of its business

4. REPORTS

4.1 The Supplier shall notify INNEOS as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

4.2 The Supplier shall prepare and deliver to INNEOS no later than April each year, an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

5. AUDITS

5.1 The Supplier shall maintain a complete set of records to trace the supply chain of all goods and services provided to INNEOS in connection with this agreement.

6. TRAINING

6.1 The Supplier shall implement a system of training for its employees to ensure compliance with the principles of the Modern Slavery Act 2015 and the prevention of modern slavery or human trafficking.

6.2 The Supplier shall keep a record of all training offered and completed by its employees and shall make a copy of the record available to INNEOS on request.

7. WARRANTIES

The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015.

8. TERMINATION

INNEOS may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clauses 1, 2, 4 or 7 of the Clause for Modern Slavery Act Compliance.