



## **GENERAL PROVISIONS**

"R.S.C." LLC declares its commitment to the highest standards of business ethics and moral principles and pledges to adhere to them in all areas of its operations ("R.S.C." LLC Ethics Policy). We expect our counterparties to observe equally high ethical standards and to refrain from any activity that could be construed as a violation of such standards.

"R.S.C." LLC Counterparty management policy (hereinafter referred to as the "Policy") sets forth recommendations regarding adherence to business ethics standards, occupational health and safety rules and requirements, and environmental safety protocols by "R.S.C." LLC counterparties and other organizations with which "R.S.C." LLC enters into business relationships (hereinafter referred to as "Counterparties").

"R.S.C." LLC reaffirms its commitment to cooperation principles such as ethical business conduct, transparency, information openness, competitive selection, fairness, efficiency, and fair competition.

"R.S.C." LLC prefers to work with Counterparties that possess an impeccable reputation; comply with applicable laws and generally accepted business ethics standards; respect human rights; prioritize occupational health and employee well-being; and are committed to the principles of sustainable development.

"R.S.C." LLC maintains open and transparent business relationships with all Counterparties and strives to develop them on a mutually beneficial basis.

"R.S.C." LLC undertakes to include provisions ensuring compliance with this Policy in contracts concluded with Counterparties.

A Counterparty's disagreement with the provisions of this document does not constitute grounds for refusing to cooperate with said Counterparty. At the same time, "R.S.C." LLC reserves the right to assess risks associated with this matter, including when deciding whether to enter into a contract with a counterparty.

If "R.S.C." LLC becomes aware of any facts indicating that a counterparty's business conduct fails to comply with the provisions of this Policy, this shall constitute grounds for demanding the implementation of corrective measures stipulated in the contracts concluded with said counterparty, up to and including the termination of such contracts.

## **SCOPE OF THE POLICY**

This Policy applies to all counterparties of "R.S.C." LLC.

Counterparties must review the requirements set forth in this document and comply with them during their interactions with "R.S.C." LLC and its employees.

This Policy, along with any amendments and supplements thereto, is published on the official website of "R.S.C." LLC.

## **COMPLIANCE WITH LEGAL REQUIREMENTS**

"R.S.C." LLC expects its counterparties to comply with applicable laws, the requirements of international instruments (such as the Universal Declaration of Human Rights, the UN Global Compact, the ILO Declaration on Fundamental Principles and Rights at Work, etc.), and other relevant rules in the course of their professional activities.

## **ETHICAL BUSINESS CONDUCT**

"R.S.C." LLC is firmly committed to the principles of fair competition and open markets; it strives to ensure equal opportunities for all potential participants in tenders and other procurement procedures—consistent with standard business practices—as well as within internal control and corruption risk management processes.

Counterparties, in turn, undertake to comply with the rules for participating in the procurement of goods, works, and services and to adhere to ethical standards during procurement processes.

In accordance with applicable law, counterparties participating in procurement are prohibited from exchanging information regarding prices or other terms that could influence the selection of the winning bidder, and from engaging in actions that restrict competition—including collusion, price-fixing agreements, and industrial espionage.

## **COUNTERING CORRUPTION**

"R.S.C." LLC fosters and maintains an environment of zero tolerance toward any form of corruption. Accordingly, all "R.S.C." LLC contracts include an anti-corruption clause requiring counterparties, during contract performance, to comply with all applicable laws and regulations regarding the prevention of corruption, the legalization (laundering) of proceeds from crime, and the financing of terrorism.

Counterparties, in turn, undertake not to engage in actions classified under applicable law as the giving or receiving of bribes (or acting as an intermediary in bribery), commercial bribery (including the incitement thereof), or abuse of authority, nor to engage in actions that violate applicable laws and international instruments regarding the prevention of the legalization (laundering) of proceeds from crime and the financing of terrorism.

## **CONFLICT OF INTEREST MANAGEMENT**

Counterparties must avoid conflicts of interest in their dealings with "R.S.C." LLC. If it is determined that an employee of "R.S.C." LLC has a personal interest preventing them from acting either individually or collectively in the best interests of "R.S.C." LLC, or from performing their duties toward a counterparty honestly, in good faith, and impartially, or if such an employee maintains economic or other ties with a counterparty that imply a financial interest, "R.S.C." LLC must be informed of such instances immediately (including via the "Hotline" channels).

## **CONFIDENTIAL AND INSIDER INFORMATION**

Counterparties must respect the intellectual property, trade secrets, and any other confidential, insider, or otherwise non-public information of "R.S.C." LLC. Any information or data regarding the operations of "R.S.C." LLC must be treated as confidential by the counterparty at all times, unless such information has become publicly available or is required to be disclosed under the terms of the contractual relationship with "R.S.C." LLC. The counterparty undertakes to protect the confidentiality of such information by refraining from transmitting, publishing, using, or disclosing it outside the scope of its ordinary business activities or without the direction or permission of "R.S.C." LLC.

Counterparties undertake to comply with applicable data protection standards.

Materials containing confidential or insider information, or requiring protection under data protection standards, must be stored securely to prevent access by third parties and may be made available to the counterparty's employees only on a strict "need-to-know" basis.

## **INCENTIVES, GIFTS, AND FINANCIAL INDUCEMENTS**

In the course of conducting business with "R.S.C." LLC, counterparties agree to refrain from providing financial inducements to "R.S.C." LLC employees, including cash payments, gifts, the gratuitous performance of work or services for their benefit, or any other means not explicitly listed here that create a sense of dependency or are intended to secure the performance of actions by the employee for the benefit of the party providing the inducement.

Actions taken by an employee for the benefit of the party providing the incentive include:

- granting unjustified advantages or guarantees compared to other counterparties;
- unjustified acceleration of existing procedures;
- other actions performed by the employee within the scope of their official duties but contrary to the principles of transparency and openness in dealings with counterparties.

## **RIGHTS AND FREEDOMS**

When conducting business with "R.S.C." LLC, counterparties must respect and uphold the protection of universally recognized human rights and freedoms and guarantee that they have not been, are not, and will not be involved in any violation thereof.

Counterparties shall not engage in any form of discrimination against individuals.

Counterparties undertake not to employ persons under the age of 16, except in cases provided for by the Labor Code of the Russian Federation.

Counterparties shall comply with applicable legislation governing working hours for employees.

Counterparties shall not administer corporal punishment, threaten violence, or permit other forms of psychological or physical coercion against their employees.

## **OCCUPATIONAL HEALTH AND INDUSTRIAL SAFETY**

"R.S.C." LLC expects counterparties to comply with applicable legislation and standards regarding occupational health and industrial safety, and to create a healthy work environment and safe working conditions for all their employees. Counterparties must integrate health and safety management standards and practices into their business operations and comply with contractual provisions. Contractors performing work or providing services at the facilities or on the premises of "R.S.C." LLC are required to familiarize themselves with the occupational health and industrial safety standards established by "R.S.C." LLC and undertake to comply with them. All injuries, incidents, and accidents involving a contractor that occur on "R.S.C." LLC premises, as well as any near-misses, must be investigated. Concealing injuries, incidents, or accidents that occur on "R.S.C." LLC premises is prohibited.

## **ENVIRONMENTAL PROTECTION**

"R.S.C." LLC reaffirms its commitment to environmental protection and ensuring environmental safety. Compliance with environmental legislation is a key principle of our operations.

"R.S.C." LLC contractors are required to comply with applicable environmental laws. Systematic non-compliance with environmental legislation may constitute grounds for refusing to cooperate with, or terminating contracts with, such contractors.

All other factors being equal, "R.S.C." LLC prioritizes working with contractors who share its commitment to reducing negative environmental impact and fostering a favorable, environmentally safe environment in the regions where it operates.

## **REPORTING VIOLATIONS**

In the event of a suspected or actual violation of the provisions of this Policy, contractors must notify "R.S.C." LLC. Contractors undertake to provide "R.S.C." LLC with good-faith assistance and cooperation regarding actual or potential violations of this Policy requirements, including facilitating interviews with officials, employees, and agents. A counterparty may report suspected non-compliance with the provisions of the Policy, or other concerns regarding finance, accounting, auditing, corruption, or fraud at "R.S.C." LLC or other serious matters affecting the material interests of "R.S.C." LLC to the "Hotline" via one of the following communication channels:

- E-mail: [info@rustainless.com](mailto:info@rustainless.com);
- By mail to the address: 6 Metallurgov Ave., Volzhsky, Volgograd Region, 404119, Russia;
- By phone: 8 (8443) 21-50-68, ext. 4-98-66, on business days from 8:00 to 16:45 Moscow time.

## **LIABILITY**

In accordance with the terms of the contract between the counterparty and "R.S.C." LLC, should a violation of this Policy be established, "R.S.C." LLC reserves the right, at its own discretion, to immediately suspend or terminate performance of the contract with the counterparty until such violations are remedied.