



**MODULAIRE**  
**SUPPLIER CODE OF CONDUCT**

## **Introduction**

At Modulaire we are committed to the highest standards of business conduct and practices in order to maintain the trust and respect of our customers, shareholders, other stakeholders and the wider community. As such, Modulaire bases its supplier relationships on lawful, fair and ethical business conduct and practices. We expect our suppliers to adhere to applicable legal and regulatory requirements in all of their dealings with us.

Modulaire's Supplier Code of Conduct ("Code of Conduct") is made available to ensure that our suppliers understand Modulaire's commitment, expectation and requirements of acceptable business conduct and practices. Please review this Code of Conduct carefully with your employees, suppliers, agents and representatives. This Code of Conduct applies to all suppliers that provide products and/or services to Modulaire and its subsidiaries, joint ventures, divisions and/or affiliates. Modulaire requires suppliers and their employees to commit to this Code of Conduct without any exceptions, as a condition of doing business. Suppliers are also expected to comply with any applicable additional policies of Modulaire's affiliates in local jurisdictions. It is unlikely that the Code of Conduct will conflict with local laws or regulations, however in the event of conflict arising, the local laws and/or regulations must always be followed.

The standards of this Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a supplier and Modulaire.

## **Labor and Human Rights**

Modulaire expects its suppliers to conduct business activities in a manner which is compliant with and promotes fundamental human rights. For suppliers based in or subject to the law of the People's Republic of China (PRC law), such human rights shall be determined pursuant to PRC law.

### ***Prohibit the Use of Child Labor***

Suppliers must always adhere to the minimum age limit for work, as defined by national laws and/or regulations, and comply with relevant International Labor Organization (ILO) standards. Under no circumstances shall a supplier permit young workers to perform work that exposes them to mental, physical, social or moral danger or harm, or that improperly interferes with their educational development.

### ***Prohibit all Forms of Forced or Compulsory Labor***

Modulaire is committed to understanding all potential modern slavery risks related to its business and to putting in place steps aimed at ensuring that there is no slavery or human trafficking in Modulaire's business or supply chains.

Suppliers must not, under any circumstances, participate in human trafficking; forced, involuntary, or slave labor; or purchase materials or services from companies using forced, involuntary, or slave labor.

### ***Compensation***

Suppliers shall ensure that working hours, wages and benefits will be consistent with legal and industry standards, including those regulations pertaining to minimum wages, overtime, mandatory benefits and other elements of compensation.

### ***Health and Safety***

Suppliers must provide workers with a safe and healthy work environment in accordance with all applicable health and safety laws, regulations and standards. Suppliers must comply with Modulaire's health and safety policy, as may be updated from time to time, and must report any health and safety incidents in accordance with the terms of such policy. Suppliers must take proactive measures that support accident prevention and minimize health risk exposure. Modulaire takes supplier breaches of health and safety laws, regulations and standards seriously and may terminate a supplier relationship where such laws, regulations and standards have not been complied with.

## **Environment**

Suppliers are expected to conduct their operations in a way which minimizes the impact on natural resources and protects the environment, customers, and employees. Suppliers must ensure their operations comply with all environmental laws and regulations.

## **Ethics and Compliance**

### ***Gifts and Gratuities***

Suppliers should refer to and comply with Modulaire's Gift and Entertainment policy available at [www.modulairegroup.com](http://www.modulairegroup.com) and those policies of the local Modulaire entity for which suppliers are transacting business.

### ***Anti-Bribery and Corruption***

Suppliers should refer to and comply with Modulaire's Anti-Bribery and Corruption Policy available at [www.modulairegroup.com](http://www.modulairegroup.com) and those policies of the local Modulaire entity for which suppliers are transacting business.

### ***Conflicts of Interest***

Suppliers shall avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest while engaged in business with Modulaire. Suppliers shall not enter into any transactions with Modulaire employees which could potentially create a conflict of interest. Suppliers are required to immediately report any situations of potential or apparent conflicts between their interests and the interests of Modulaire.

### ***Confidential Information and Data Protection***

Proper management of confidential information is critical to the success of both Modulaire and its suppliers. Confidential information includes all non-public information that might be useful to competitors or harmful to Modulaire or its customers if disclosed. While performing work for Modulaire, suppliers may have access to proprietary and/or confidential information. Suppliers are required to maintain the confidentiality of such information entrusted to it and to protect all Modulaire information, electronic data, intellectual property, design and technologies with appropriate safe-guards using the same care that the supplier exercises with its own proprietary and confidential information. Suppliers shall not disclose such information to any other person without the advance written consent of Modulaire, unless such disclosure is legally mandated. Any transfer of confidential information must be executed in a way that secures and protects the intellectual property rights of Modulaire and its suppliers. Suppliers may receive Modulaire confidential information only as authorized by a non-disclosure agreement and must comply with their obligations to not use the information except as permitted by the agreement, and to protect the information from misuse or unauthorized disclosure. Suppliers must respect the intellectual property of Modulaire and shall not use Modulaire or its affiliates' or subsidiaries' trademark, images, patented technology or other materials, including materials of third parties, unless explicitly authorized by Modulaire in writing. If a supplier becomes aware of an actual or possible unauthorized disclosure of Modulaire information, it must be reported immediately to Modulaire's Legal and Risk Department.

Suppliers shall do business in a manner that is compliant with the requirements of all applicable data protection and privacy laws and regulations.

### ***State and Trade Secrets***

Suppliers may not, directly or indirectly, wrongfully solicit, obtain or use on behalf of Modulaire, or wrongfully disclose to Modulaire, any information of any other person, association, firm, corporation, government or other entity, which is secret, confidential, proprietary, classified for national security or national interest purposes, or government procurement sensitive (e.g., source selection information) or any other information which may offer Modulaire an illegal or unfair advantage.

### ***Accurate Accounting Records***

Suppliers shall maintain accurate financial books and business records in accordance with all applicable laws, regulations and accepted accounting practices. Suppliers shall accurately document all transactions related to their transactions with Modulaire.

### ***Antitrust and Competition Laws***

Modulaire adheres strictly to the requirements of competition or anti-trust laws and regulations in every jurisdiction in which it does business and requires its suppliers to comply with such laws and regulations at all times.

### ***Compliance with Export Laws***

Modulaire complies with, and expects its suppliers to comply with, all applicable laws and regulations concerning embargoes and sanctions. Modulaire strictly prohibits its suppliers from directly or indirectly, conducting transactions with blacklisted individuals, entities, or countries. In addition, suppliers shall not, directly or indirectly, provide to Modulaire any material or service from a country, or by a person or entity that is subject to embargoes and/or sanctions restricting transactions with specific foreign entities, persons or countries.

In order to ensure compliance with applicable laws and regulations concerning embargoes and sanctions, suppliers shall implement due diligence compliance practices to screen their employees, customers, suppliers, vendors, agents and other business associates, including all parties in each transaction such as banks, insurance companies etc.

### ***Contractual Compliance***

Suppliers shall not breach or violate any of its existing agreements, including without limitation employment agreements, consulting agreements, non-disclosure agreements and technology licenses, if such breach could give rise to a claim at law against Modulaire.

### **News Media Inquiries**

Suppliers must not represent themselves to the media as speaking on behalf of Modulaire, unless expressly authorized in writing to do so. Suppliers shall immediately refer any media inquiries to Modulaire's Group Corporate Communications Director.

### ***Compliance with Laws, Rules and Regulations***

Modulaire’s suppliers must comply with the laws, rules, regulations and any Modulaire policies of the locations in which they operate. Suppliers are expected to be familiar with the business practices of their suppliers and subcontractors, and ensure they operate according to this Code of Conduct. Modulaire may discontinue its relationship with suppliers who fail to comply with this Code of Conduct.

### **Non-Compliance Reporting**

The standards of conduct described herein are critical to the ongoing success of Modulaire’s relationship with its suppliers. Any supplier may address questions or comments about this Code of Conduct to the Group General Counsel.

Violations of the Modulaire Supplier Code of Conduct can be reported confidentially by clicking the following link <http://modulairegroup.ethicspoint.com> or by calling the applicable telephone number set forth below:

<b>Country</b>	<b>Toll Free Telephone Number*</b>
Austria	0-800-200-288
Australia	1-800-139957
Belgium	0800-1-1991
China	400-999-4530
Czech Republic	800-144-075
Denmark	800-100-10
Estonia	800-120-01
Finland	0800-9-15946
France	0800-917075
Germany	0800-183-8239
Hungary	06-800-20808
Italy	800-797458
Netherlands	0800-022-9111
New Zealand	000-911
Norway	800-190-11
Poland	0-0-800-1510052
Portugal	800-800-128
Romania	0808-03-4288
Russia (St. Petersburg)	363-2400
Russia (Moscow)	363-2400
Russia (^ Indicates second dial tone)	8^10-800-110-1011
Slovenia	704-526-1128
Spain	900-94-1030
Sweden	020-799-111
United Kingdom	0808-234-7287
United States	1-855-247-3142

\* Where prompted please dial 844 762 5487 after dialing the country number.