
BUSINESS PARTNERS CODE OF CONDUCT

1. INTRODUCTION

1.1 Scope and Applicability

Minor International PCL, and its subsidiaries and affiliates (referred to as the “**Company**” or “**MINT**”) firmly believe in conducting business with uncompromising ethical standards. We are committed to a culture of compliance grounded in honesty, trust, and personal accountability.

This Code of Conduct (“**Code**”) applies to all vendors, suppliers, consultants, contractors, service providers, contract partners, sales representatives, brokers, advisors, joint ventures, their subsidiaries, affiliated companies, subcontractors, or service providers in the supply chain and any other business partners of MINT, including their employees, agents, and representatives (“**Business Partners**”).

All Business Partners shall receive a copy of this Code during the registration process and must ensure compliance with this Code throughout the contractual relationship with MINT. The Company requires that all Business Partners review the Code and acknowledge their understanding and adherence in writing at regular interval as a precondition to working with the Company.

1.2 Objective and Purpose

This Code outlines the minimum standards and requirements applicable to all Business Partners. By implementing this Code, MINT strives to minimize business risk within the supply chain, build closer relationships with our Business Partners, and safeguard future supply. MINT values honest and open communication with Business Partners and believes that transparency is vital to a successful business relationship. If a Business Partners becomes aware of any violations of the Code or suspected violations of law or regulations, the Business Partners should report their concerns via a whistleblower channel.

In the event of non-compliance with this Code, we require our Business Partners to be committed and genuinely engaged in remedying the non-compliance issues within the schedule set out in the corrective action plan. MINT seeks to continuously improve together with our Business Partners and help them achieve compliance with this Code's provisions. The Company reserves the right to terminate any agreements should a Business Partner violate this Code or fail to cooperate with the Company to achieve compliance with this Code.

2. COMPLIANCE WITH LAW

Business Partners must comply with all applicable laws and regulations wherever it conducts its business. These include, but are not limited to, rules and regulations related to corporate governance, competition, product safety, product liability, occupational health and safety, labor, environment, protection of intellectual property, protection of individual privacy, and equality at work. Where there are differences

between the standards of this Code and national laws or other applicable standards, Business Partners shall adhere to the more stringent requirements.

3. STANDARDS AND REQUIREMENTS

3.1 Ethics

a. Anti-Corruption and Anti-Bribery

MINT is committed to conducting its business free from extortion, bribery, corruption, and all unlawful, unethical, or fraudulent activity. All forms of corruption, bribery, extortion, embezzlement, and money laundering are prohibited and must not be practiced or tolerated by the Business Partners. The Business Partners must not offer, give, promise or authorize any bribe, gift, loan, fee, reward, or other advantages to any government official or employee, any customer, any MINT employee, or any other person to obtain any business advantage or improperly influence any action or decision.

b. Conflicts of Interest

Business Partners must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with MINT's interests. Business Partners shall not offer or provide excessive gifts (cash or gifts in kind above THB 3,000 in value), hospitality, or entertainment to any employee or family member of employees of the Company, which may be seen as an attempt to influence business decisions. If Company employees and their family members hold any significant economic interest in any entity that does business with MINT, then Business Partners are required to disclose such relationship without delay. Any relationships or kinship with MINT employees that may constitute a conflict of interest must be disclosed.

c. Employee Vendor Relationship

The Company restricts the procurement of goods or services from current or former employees, or near relatives of employees, and any businesses in which an employee or their near relative owns or controls more than a 10% interest. This restriction applies when an employee either directly involved in the selection of the vendor or has an ability to influence decisions made in the acquisition of goods and services from the vendor. Any of these situations are defined as an employee-vendor relationship. They should be declared to ensure that employee does not. If a potential employee-vendor relationship exists, Business Partners must disclose it in advance, and after a careful analysis of the relationship, it may result in approval.

d. Insider Trading

Business Partners must ensure that non-public information obtained in the course of their relationship with the Company is not used for the personal benefit of the Business Partner, their employee, or other persons.

e. Intellectual Property

Business Partners must use Company's trade information, copyrights, and trademarks only in a manner that is permitted under their contracts with MINT and applicable law. Business Partners shall not misappropriate or infringe upon others' trade information, trademarks, or copyrighted works. Business Partners must not misuse trade secrets or proprietary or confidential information of others for their own purposes or disclose such information to unauthorized third parties. Business Partners must notify MINT of any unauthorized use of trade secrets, brands, trademarks, logos, or confidential information by a third party.

f. Confidentiality

Business Partners must protect MINT's information, not disclose it to any unauthorized third party, and use it only for MINT's business. If any competent regulatory authority, applicable law, regulation, court, or tribunal requires a Business Partner to disclose any of the confidential information, then the Business Partner must consult and cooperate with the Company to allow to contest the disclosure and then take into account the Company's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

g. Fair Competition

Business Partners must not engage in any unethical, unfair, anti-competitive, or illegal business practices that may include but not limited to:

- Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies;
- Taking unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice; or
- Engagement in price-fixing, bid-rigging, allocation of markets or customers, or similar illegal activities.

h. Honest and Accurate Dealings

Business Partners shall not make any false representations in connection with any transaction with the Company, including but not limited to oral misrepresentations of facts, the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction and/or other false or inaccurate records. Business Partners shall keep an accurate record and, upon request, provide access to books and records and any other requested documents related to the business with MINT.

i. Personal Data Protection

Business Partners shall collect, use, and process any personal information only for legitimate business purposes and protect it from possible loss, misuse or disclosure. The Company follows the laws requiring us to protect personal information, and we require all Business Partners to follow applicable laws, MINT policies, and contractual obligations to protect personal data.

j. Anti-Money-laundering Rules

Business Partners shall comply with all applicable anti-money laundering and counterterrorism financing laws and will only accept funds received from legitimate sources.

3.2 Human Rights and Labor Practices

a. Child Labor/ Underage Labor

Business Partners shall ensure that no underage or child labor has been employed or used to produce or distribute their goods or services. This means that Business Partners will not employ any person under the minimum employment age according to the country's laws where the facility is located.

b. Female labor

Business Partners shall ensure that female and pregnant employees are given treatment according to all applicable laws and regulations. Business partners shall not lay-off, demote, or reduce benefits as a result of pregnancy of their employees.

c. Freedom of Association and Collective Bargaining

Business Partners must recognize and respect employees' rights to freedom of association and collective bargaining with the permit of law.

d. Forced and Compulsory Labor

Business Partners shall not use any forced labor, involuntary prison labor, or any other unlawful obligation of workers, any form of slave labor, serfdom, bonded labor, or human trafficking. Business Partners shall ensure that employment terms are voluntary, and employees are free to terminate their employment relationship subject to the applicable period of notice. Business Partners will not require any employee to remain in the job for any period against their will or adopt practices that restrict employee's ability to terminate employment. Any coercive measures such as withholding passports, other identity documents, or work permits are not permitted.

e. Employment Status

Business Partners shall employ workers who are legally authorized to work in their location and facility and are responsible for validating employee's eligibility to work status through appropriate documentation.

f. Working Hours and Rest Days

Business Partners shall ensure that employee's working hours, rest days, and overtimes are in compliance with relevant applicable laws and regulations.

g. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours, and legally mandated benefits. The information about remuneration,

benefits, and welfare shall be provided to every employee in writing and made available in the language understood by all employee.

h. Non-Discrimination

Business Partners shall not discriminate in its hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, pregnancy, marital status, political opinion, disability, membership of employee's association or any other category protected by law.

i. Disciplinary Practices

Business Partners shall not engage in or tolerate corporal punishment, mental or physical coercion, or verbal abuse of an employee. Business Partners shall not lessen wage as a result of disciplinary measures.

j. Fair Treatment

Business Partners shall be committed to treating all employees with respect and fairness. The processes of recruitment, development, compensation, and promotion shall be done with transparency, integrity, and fairness. Employees' voices and feedback shall be valued.

k. Occupational Health and Safety

Business Partners shall be committed to maintaining a productive, safe and healthy workplace in compliance with all applicable laws. Business Partners shall provide a safe workplace to its personnel. Such measures may include, but not limited to: conducting safety training to minimize the risk of workplace accidents, injuries and exposure to health risks; supply personal protective equipment where needed; set a weight limit for employees' carrying, lifting, dragging, and pushing of objects; provide drinking water stations, clean restrooms, and medical care; have in place fire and evacuation drill plan, supply fire protection equipment and emergency equipment, fire exits and training to protect employees from a possible fire. Employees shall receive appropriate training.

3.3 Environmental Practices

a. Environmental Permits, Regulations, and Standards

All required environmental permits and registrations shall be obtained, maintained, and kept current. Business Partners shall ensure that applicable regulatory and legal requirements are taken into account to establish, implement, and maintain their environmental management system.

b. Minimization of Environmental Impact

Business Partners, as part of the Company value chain, should help to mitigate the risk of global warming and climate change by following the 3R approach – Reuse, Reduce and Recycle. The Business Partners should implement measures within their value chain to minimize the negative impact on the environment

and communities and conserve and maintain biodiversity where their facilities are located. Such measures may include, but not limited to:

- optimization of consumption of natural resources, raw materials, water, and energy by improving efficiency, responsible management of environmental discharges, such as wastewater effluent, greenhouse gas, and air emissions,
- responsible sourcing practices, and replacement of existing raw materials and products where applicable, with more environmental-friendly options, and
- promotion of environmentally friendly or green initiatives, including using renewable energy, where appropriate, in their value chain.

4. REPORTING VIOLATIONS OF THE CODE

MINT and Business Partners must work together to ensure prompt and consistent action against violations of this Code. If a Business Partner becomes aware of the potential or actual breach of this Code, the Business Partner shall notify MINT as soon as they become aware of breaches through one of the following whistleblower channels:

Whistleblower portal: www.minor.com/whistleblowing

Email: whistleblower@minor.com.

Post: 12th Floor, 88 The PARQ Building, Ratchadaphisek Road, Khlong Toei, Bangkok 10110, Thailand, attention of MINT Whistleblower Committee.

5. COMPLIANCE WITH THIS CODE

MINT reserves the right to verify compliance with the principles and requirements outlined in this Code at regular intervals, either itself or through a third party commissioned by the Company. This includes, in particular, the right to carry out on-site inspections at the Business Partner's premises. If requested to do so, the Business Partners shall furnish all necessary documents demonstrating compliance with this Code.

If MINT suspects non-compliance with this Code, it reserves the right to request any information about the relevant circumstances, all supporting documentation from the Business Partner. The Business Partner shall provide access to books and records and any other requested documents related to the business with MINT.

If a Business Partner violated this Code of Conduct and fails to take appropriate corrective action within a reasonable period of time, the Company reserves the right to take appropriate legal action, in particular, to terminate the contractual relationship with the Business Partner immediately without notice.

6. GOVERNANCE

MINT Compliance Committee is responsible for administering the Code in an independent, objective, and consistent manner. From time to time, this Code may need to be changed to keep up with our values, best

practices, improvements, as well as legislation and regulations. Any changes to this Code of Conduct will be communicated to the Business Partners. Any waiver of this Code may be made only by the Compliance Committee and will be promptly disclosed as required by law or regulation.

7. ACKNOWLEDGEMENT OF TERMS

ACCEPTED AND AGREED

ON BEHALF OF: [Company Name] **DJ Makasi, Yannic Beloy**

I acknowledge that I received a copy of the Minor International PCL Business Partners Code of Conduct (the “**Code**”). By signing this document, I confirm that I have read this Code and agree to comply with this Code and undertake to implement the necessary guidelines and processes.

If I learn that there has been a violation of the Code, I will raise concerns via a whistleblower channel. I understand my compliance with the Code of Conduct is required to do business with Minor.

01/02/24

Date

Company Stamp/Seal:



Signature

Martin Carvell

Name (Please Print)

Manager

Position