

Code of Conduct for Suppliers and Subcontractors (“Supplier Code of Conduct”)

SHOWA DENKO CARBON Division (meaning all companies of the Showa Denko Group as shown under the following Link "www.showadenkocarbon.com" ("SDK Carbon")) are recognized as one of the leading Graphite Electrodes producers worldwide. Our aim is to provide our customers with products setting the highest quality standards while performing along legal, ethical and sustainable principles.

SDK Carbon expects all Suppliers and Subcontractors (together “Suppliers”) to ensure compliance with all applicable domestic and international laws and regulations and with this SDK Carbon Supplier Code of Conduct that is based on the principles of the United Nations Global Compact initiative, the United Nations Universal Declaration of Human Rights, the International Labor Organization Declaration (ILO) on Fundamental Principles and Rights at Works. To foster compliance with applicable legal provisions and this Supplier Code of Conduct and to improve constantly, Suppliers are expected to implement an appropriate compliance management system and to take appropriate steps to ensure compliance with these requirements by their suppliers and sub-contractors. This includes, but is not limited to, that Suppliers appropriately inform and train their employees along the lines of this Supplier Code of Conduct.

1. Business Integrity

Permits, approvals, licenses

You commit that all required permits, approvals, licenses, registrations, inspections and required reports are in place and up to date and available upon request of SDK Carbon.

Anti-corruption

We expect all SDK Carbon Suppliers to show zero-tolerance for corrupt actions including but not limited to facilitation payments, extortion, embezzlement and to take actions against those. You commit to comply with all applicable anti-corruption laws and not to engage in any form of corruption or bribery. You commit to ensure that your employees and persons acting on your behalf, do not grant, offer or accept bribes, kickbacks, facilitation payments or other improper benefits to or from customers, officials or other third parties.

You commit to neither directly or indirectly offer, promise or grant any advantages to any SDK Carbon employee with the goal of preferential treatment or to gaining influence in the business interaction with SDK Carbon. Gifts, hospitalities or other benefits, if any, must be reasonable, suitable, of low value and in line with local business customs. Likewise, we expect SDK Carbon Suppliers to refrain from requesting SDK and its employees for any inappropriate treatment, advantages, gifts or hospitality.

Anti-money laundering

You commit to refrain from any form of money-laundering activities and to act in line with applicable anti-money laundering laws and provisions and due diligence requirements.

Conflict of interest

You commit to avoid all direct or potential conflicts of interest while engaged with SDK Carbon. You further agree to disclose to SDK Carbon any other facts which you become aware which might involve or give rise to a direct or potential conflict of interest. Any private relationship with SDK Carbon employees (e.g., friendship or family connections) must be formally reported to SDK Carbon.

Fair competition

You commit to comply with all applicable anti-trust laws and regulations, including but not limited to Anti-monopoly Law of PRC and to neither participate in illegal cartels, nor to exchange competitively sensitive information, nor to participate in any kind of anti-competitive activities nor to take advantage of any dominant market position.

You commit to comply with all applicable laws and regulations against unfair competition, including but not limited to the Anti-unfair Competition Law of PRC and to neither participate in act that cause confusion with respect to another’s enterprise or its activities, nor to participate in infringement upon commercial secrets, nor to fabricate or

disseminate false information or misleading information to harm the competitors, nor to make use of technical means to influence users' choice or any other method nor to participate in any activity of unfair competition.

Import and export controls

You commit to provide services and goods on grounds of all applicable national and international trade laws and regulations including but not limited to trade control, customs regulations and sanction regimes, including economic, financial or trade sanctions laws, regulations, executive orders, or restrictive measures.

Intellectual property and business secrets

SDK Carbon expects its Suppliers to respect the intellectual property of others. You commit to take appropriate steps to safeguard and maintain all confidential and proprietary information or trade secrets of SDK Carbon. Any confidential and proprietary information of SDK Carbon may only be published or shared with subcontractors with the prior written consent of SDK Carbon.

Privacy

You commit to collect, record, organize, structure, store, adapt or alter, retrieve, consult, use, disclose, disseminate, align or combine, restrict, erase or destruct all personal data as agreed in the respective contract and in line with applicable national and international data protection legislation.

Accounting records

You commit to maintaining accurate and complete accounting records.

2. Human rights, labor rights and occupational health and safety

At SDK Carbon, we uphold the human rights of all employees and of the employees of our business partners. We treat all employees and employees of business partners with dignity and respect. SDK Carbon expects its suppliers to act likewise.

You commit to providing working conditions and labor standards in line with applicable domestic and international laws and regulations. (eg the United Nations Universal Declaration of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Works)

You commit to providing for working conditions

that support health, safety and security at all workplaces and to implementing management systems to facilitate continuous improvement.

Child labor

You commit to refrain from and to fight any kind of child labor. You commit to not employ any person under the minimum legal working age applicable to their country or below the age of 15.

Forced labor and human trafficking

You commit to refrain from and to fight any kind of forced, compulsory or involuntary prison labor, human trafficking and slavery.

Equal opportunities and non-discrimination

You commit to provide for equal opportunities and equal treatment and refrain from any form of discrimination in recruiting and at work. No employee or candidate may be discriminated against for example on the grounds of ethnic origin, skin color, gender, religion or its absence, nationality, sexual orientation, social background, age, physical or mental limitations, marital status, pregnancy, membership in trade unions or political affiliation, insofar as this is based on democratic principles and tolerance. You commit to hire, employ and compensate employees based on the principle of equal-treatment and fair conditions that are in line with applicable national laws and international employment standards.

Working time and remuneration

You commit to comply with all applicable laws and regulations on the maximum of working hours and the statutory minimum wage for a standard working week.

Freedom of association

You commit to respect the right of employees to join or form trade unions or other employee representation and to bargain collectively. In countries where this right is restricted by laws or regulations, alternative legitimate means for independent and free association and bargaining shall be supported.

Occupational Health & Safety

You commit to provide for a safe, secure and healthy workplace, including appropriate machine safeguarding and personal protective equipment and not to tolerate physically or psychological inhuman treatment, physical

punishment, discrimination, harassment, threats or retaliation.

Raw material supply chains

You commit to comply with all applicable laws and regulations and due diligence requirements regarding "Conflict Minerals" such as e.g. the Dodd-Frank Wall Street Reform and Consumer protection Act, Section 1502, the EU Conflict Minerals Regulation (EU Regulation 2017/821), the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas or any similar directives or regulations or national legislation, if applicable.

SDK Carbon expects its suppliers to avoid using raw materials that do not meet the requirements of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas or similar regulations or national legislation, if applicable.

Supplier commits to undertake appropriate measures to enhance transparency along the upstream supply chain of raw materials and to ensure that all smelters and refiners in its tantalum, tin, tungsten, gold or cobalt supply chain have a policy and process in place to ensure that any of these minerals manufactured

by the Supplier do not directly or indirectly finance or benefit armed groups that are perpetrators of human rights abuses or contribute to human rights violations.

3. Environment

You commit to apply to all applicable laws and regulations for the protection of the environment and to take appropriate measures/ to have a suitable environmental management system in place. You commit to environmentally-friendly dispose residual waste, chemicals and waste water, to minimize the use of hazardous materials, to ensure that those are safely handled, stored and disposed and prevented to be released to the environment, to use energy and natural resources efficiently. Suppliers are expected to continually looking for ways to minimize waste, emissions and discharge of your operations, products and services.

4. Monitoring and record keeping

You commit to maintain documentation that demonstrates adherence to the Supplier Code of Conduct.

SDK Carbon expects its Suppliers to report violations of this Supplier Code of Conduct by its employees and other persons acting on their behalf. SDK Carbon reserves the right to take appropriate legal action (e.g. extraordinary termination of contractual relationship) if a Supplier of SDK Carbon does not comply with the Supplier Code of Conduct or fails to disclose any violations. Major violations of this Supplier Code of Conduct may lead to the termination of the business relationship on short notice. SDK Carbon reserves the right to claim damages for any damage caused due to violations of this Supplier Code of Conduct. It is up to SDK Carbon's discretion to waive such right if the Supplier assures and provides evidence that appropriate improvement measures have been implemented.

For the purpose of disclosure of concrete potential misconduct by Supplier's employees and persons acting on behalf of Supplier, please report this by emailing:

http://www.sdk.co.jp/english/about/procurment/ethics_hotline.html

SDK Carbon expects its Suppliers to declare the following:

"We have received SDK CARBON's Supplier Code of Conduct and by signing this document, we commit to comply with all provisions and principles in this Supplier Code of Conduct in addition to our contractual obligations entered into with SDK Carbon.

In those cases where obligations have been agreed with the Supplier under written individual contracts that diverge from the principles in this Supplier Code of Conduct, such divergent obligations prevail.

We agree that the declaration to comply with all provisions and principles of this Supplier Code of Conduct shall be governed by the jurisdiction of the country of the SDK contracting legal entity.

Place, date

Signature (Supplier)

Company seal

Name (in capitals), function