



MIAHONA

THIRD PARTY CODE OF ETHICS

THE CODE

Miahona is committed to the highest standards of ethics, integrity, and professionalism. We seek partners who share these values and require them to operate responsibly and ethically.

The Code outlines Miahona's expectations for third parties to conduct business ethically and responsibly. Compliance with all laws, regulations, and procurement requirements is mandatory. The guidelines cover environmental and safety practices, fair competition, responsible sourcing, accurate record-keeping, trade compliance, anti-bribery, gifts and hospitality, fair employment, conflicts of interest, technology and assets usage, insider trading, data privacy, monitoring and compliance, training, and integrity concerns.

This Code applies to all Third Parties engaging with Miahona, including their employees, agents, subsidiaries, affiliates, and subcontractors. Failure to adhere may result in termination of business relationships.

DEFINITIONS

- "MIAHONA" or "The Company", refers to Miahona and all its subsidiaries
- "Procurement", as used herein, shall collectively refer to MIAHONA's Procurement and Supply Chain departments.
- "Prohibited Acts": the laws of all other relevant jurisdictions and other requirements of national and international agencies, including acts such as the following:
 - (i) bribery and corrupt practices, including the paying, offering, giving, receiving, agreeing to receive or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party, including a public official.
 - (ii) fraudulent practices, including any actions or omissions, including misrepresentations, that knowingly or recklessly mislead, or are an attempt to mislead, another party to obtain a financial or other benefit or to avoid an obligation.
 - (iii) coercive practices, including impairing or harming, or threatening to impair or harm, directly or indirectly, any other party or the property of any other party to improperly influence the actions of a party.
 - (iv) collusive practices, including any arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party; and obstructive practices, including, in relation to an investigation into allegations of bribery, corruption or other prohibited act: (A) deliberately destroying, falsifying, altering or concealing evidence that is material to the investigation; (B) making false statements to investigators in order to materially impede the investigation; (C) threatening, harassing or intimidating any other party to prevent it from disclosing its knowledge of matters relevant to the investigation or pursuing the investigation; and (D) an act intended to materially impede access to contractually required information in connection with the investigation.
- "Third Party", as used herein, shall collectively refer to those entities engaging (or anticipating or proposing to engage) with MIAHONA. This includes suppliers, clients, customers, agents, carriers, contractors, consultants, distributors, Third Parties, integrators, manufacturers, OEMs, reclaimers, recyclers, resellers, service providers, Third Parties, transportation providers, and vendors.

1. GENERAL OBLIGATIONS

The Third Party acknowledges that MIAHONA has been and continues to be dedicated to establishing and enforcing high ethical conduct. MIAHONA's ethics derive from its firm commitment to meet its obligations to all who have a personal, professional or financial stake in what it does. Third Parties hereby undertake, and commit to:

- Acknowledge, understand, and comply with applicable laws and regulations, and with the provisions established in this Code.
- Respect human rights.
- Conduct all dealings fairly and with honesty and integrity.
- Ensure that all financial transactions between MIAHONA and any other third parties with whom we deal are handled honestly and recorded.
- Do not engage in bribery and corruption and avoid conflict of interest.
- Protect information MIAHONA's information.
- Never use Miahona's assets, information or opportunities for personal gain.

2. COMPLIANCE WITH LAWS AND REGULATIONS

2.1 The Third Party commits and undertakes to comply with all applicable laws, rules, regulations and regulatory orders applicable in the country, state and local jurisdictions where business is conducted, including securities laws, antitrust laws, trade secret laws, and other fair competition laws.

2.2 Third Party shall acquire appropriate knowledge of the requirements relating to his or her duties sufficient to enable the Third Party to recognize potential issues or violations and to know when to seek advice from Third Party's own legal counsel.

2.3 The Third Party acknowledges that violations of laws, regulations, rules and orders may lead to the Third Parties and their employees to individual criminal or civil liability, as well as to civil action and the termination of services.

2.4 The Third Party acknowledges that such individual violations may also draw in MIAHONA under investigations, and thereafter civil or criminal liability. As such the Third Party undertakes that it will indemnify MIAHONA in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Third Party as a result of or in connection with any violation committed by the Third Party in relation to this Undertaking.

3. PROHIBITED ACTS

3.1 Nor does the Third Party, nor any of its affiliates, owners, officers, directors, employees or other representatives during the term of its engagement with MIAHONA, will perform any Prohibited Act, in relation to the performance of the services.

3.2 The Third Party warrants that should it become aware of any Prohibited Act relating to the performance of its services to MIAHONA, it shall promptly notify MIAHONA and shall cooperate in good faith with any concerns of MIAHONA in this regard.

3.3 The Third Party shall ensure that all its personnel and all subcontractors abide by anti-bribery and anti-corruption provisions

3.4 In case of non-compliance Miahona reserves its right to terminate services by written notice, or require the Third Party to implement controls and/or mitigation actions including the removal of anyone who is involved in the performance of the services, who in the reasonable opinion of MIAHONA, has committed or may be involved in the committing of a Prohibited Act

3.5 Notwithstanding any limitation of liability in this Undertaking, the Third Party shall indemnify to the fullest extent possible and hold MIAHONA and its affiliates, owners, officers, directors, employees or other representatives

during the term of the Third Party's engagement with MIAHONA harmless from and against any and all claims, actions, damages, losses, penalties, costs, and expenses, including court and legal fees, from which any of them may suffer or incur as a result of, or in connection with any Prohibited Act and non-compliance with this provision, by the Third Party or any of its affiliates, owners, officers, directors, employees, or other representative.

4. HUMAN RIGHTS

4.1 The Third Party undertakes that it shall not directly (or indirectly using subcontractors) use any forced or slave labor, and shall not engage in or support, directly or indirectly, human trafficking.

4.2 The Third Party undertakes to respect the freedom of movement of its workers and not restrict their movement by controlling identity cards, passports, holding money deposits, or taking any other action to prevent workers from terminating their employment.

4.3 The Third Party undertake that it shall not directly (or indirectly through the use of subcontractors) employ any children under 18 years of age unless that employment is fully legal and necessary and unless Third Party complies with the minimum employment age limit defined by national law where the person is working or by International Labor Organization ("LBO") Convention 138, whichever is higher.

4.4 The Third Party undertakes to implement and maintain a policy of equal employment opportunity which must be actively undertaken for all business transactions with MIAHONA. The Third Party acknowledges and undertakes that selection and placement of any employee must be based on that employee's job-related qualifications, and such decisions are always made without regard to race, religion, national origin, sex, age or disability status.

5. ENVIRONMENT, HEALTH, AND SAFETY (EHS)

5.1 The Third Party undertakes to operate in a manner that protects the environment and ensures the health and safety of its employees, contractors, and the community.

5.2 The Third Party shall comply with all applicable environmental, occupational health and safety regulations, and shall implement measures to minimize pollution, manage waste responsibly, and reduce emissions.

5.3 The Third Party acknowledges that failure to maintain adequate EHS standards may result in termination of the contractual relationship with MIAHONA.

6. CONFLICTS OF INTEREST

The Third Party undertakes that any actual or even apparent conflict of interest must be avoided. The Third Party further undertakes that any time any such conflict appears, the Third Party will immediately disclose the details of such conflict to MIAHONA, and immediately refrain from engaging in any work, services or any other business with MIAHONA until the conflict is resolved and a clearance is provided by MIAHONA in writing. Examples of clear conflict situations which should be avoided include, without limitation, the following:

- Personal, employment or financial relationships with decision-makers: having a relationship, hiring, paying, or employing an employee of Miahona (or a close family member) with Miahona employees who influence contract awards, business terms, or performance evaluations.
- Undisclosed ownership or financial interests: holding significant stakes or secondary employment in a competitor, alternative supplier, or any company that could benefit from the business relationship.
- Improper gifts or incentives: offering or accepting gifts, entertainment, hospitality, or other benefits intended to gain preferential treatment.
- Undisclosed subcontracting: assigning work to entities owned by relatives, partners, or affiliates without transparency, disclosure, or fair competitive process.

7. ANTIBRIBERY AND ANTICORRUPTION

The Third Party undertakes that applicable antibribery and anticorruption obligations shall be complied with. The third party shall not under any circumstances pay, offer, give, promise, receive, agree to receive or solicit, directly or indirectly, of anything of value to influence improperly the actions of another party, including a public official

That includes but is not limited to (a) any commissions, share in profits, or gifts, whether in cash, gift certificates, merchandise, or otherwise, or any other payments, loans or advances, or any labor, materials, services, repairs, or improvements at no cost or at prices other than for fair value; or (b) travel accommodations, airline or other transportation tickets, hotel accommodations, recreational admission tickets.

8. FINANCIAL STATEMENTS AND DISCLOSURES

8.1 All transactions with Miahona shall be recorded accurately, completely, and in a timely manner, reflecting their true nature and substance, and in accordance with applicable accounting, tax, and legal requirements.

8.2 The Third Party must ensure that no false, misleading, incomplete, or artificial entries are made in any records, statements, or reports, and that no undisclosed or unrecorded funds, assets, or liabilities are maintained.

8.3 Third Party shall provide accurate, true, and timely information regarding its ownership structure, including disclosure of its ultimate beneficial ownership and any changes thereto, whenever requested by MIAHONA or as required under applicable laws and regulations.

9. ANTITRUST

9.1 The Third Party acknowledges that antitrust laws are intended to promote and protect free market competition in products and services.

9.2 The Third Party undertakes full compliance with antitrust regulations, including:

- Avoid any marketing, advertising or other programs which could be considered unfair or deceptive.
- not discuss MIAHONA's terms or conditions; profits, profit margins or costs; exchange of competitive information.

10. CONFIDENTIAL INFORMATION

10.1 MIAHONA's employees may share confidential information with the Third Party during the business relationship. This information may include business plans, marketing and pricing information, customer lists, non-public financial information, plans for new business, and other information that may be useful to competitors or otherwise harmful to MIAHONA, its customers, or its Third Parties if disclosed. The Third Party undertakes that it shall treat all information about MIAHONA and its business as confidential and do not share it with any third party under any circumstances. The Third Party shall refrain from using such information for any purpose other than the performance of its duties to or for MIAHONA.

10.2 The Third Party undertakes that all its employees shall not disclose confidential or proprietary information or trade secrets to other employees, its Third Parties, or its affiliates except on a "need to know" basis.

10.3 The Third Party must observe the regulatory provisions always related to Insider Trading and not use, disclose, or act upon any material non-public information obtained through its relationship with MIAHONA for purposes of buying, selling, or recommending securities ("insider trading") or for tipping others to do so. Any such misuse of information is strictly prohibited and may constitute a violation of applicable securities laws.

11. PROTECTING COMPANY ASSETS

11.1 The Third Party undertakes that MIAHONA's property, if authorized by MIAHONA, may be used for legitimate business purposes and shall not be used, under any circumstances whatsoever, for personal benefit, or may it be sold, loaned, given away or disposed of without proper authorization.

11.2 The Third Party acknowledges that it may receive a loan of equipment for temporary use or licensed use of assets or software to facilitate its interaction with MIAHONA.

11.3 The Third Party undertakes that it will hold these assets and licenses in trust, particularly confidential information.

12. ELECTRONIC COMMUNICATION

12.1 The Third Party acknowledges that MIAHONA's electronic media, as may be made available to the Third Party, including computers, internet and e-mail, are to be used only for business purposes relating to the Third Party's engagement or contract. As such, the Third Party undertakes that it shall not under any circumstances visit any inappropriate internet sites and storing, sending or forwarding inappropriate e-mails. This includes obscene, racist, hateful, harassing, pornographic or offensive material of any kind.

12.2 The Third Party agrees and acknowledges that data or information created or stored using MIAHONA's electronic media is not private, and it may be monitored, retrieved and audited by MIAHONA at any time without notice.

13. SOFTWARE

13.1 The Third Party acknowledges that copyright laws, license agreements and MIAHONA policy also prohibit individuals from making copies of programs used at work for their own personal use.

13.2 The Third Party acknowledges that it is its responsibility to ensure that the terms of software licenses are adhered to.

13.3 The Third Party acknowledges that MIAHONA does not own the copyright to its software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it for any use not specified in the license agreement.

13.4 The Third Party undertakes that it will not make impermissible use of this software, nor may they copy or export it.

14. ACKNOWLEDGMENT & UNDERTAKINGS

14.1 The Third Party hereby confirm that it has carefully read this Undertaking and agrees to comply with it in full. The Third Party acknowledges that MIAHONA reserves the right to investigate any alleged noncompliance with this Undertaking by the Third Party.

14.2 The Third Party acknowledges and agrees that noncompliance with this Undertaking or in the event the Third Party is involved in relation to any breach of the obligations set out herein in any of the Third Party's business transaction (not necessarily restricted for Services rendered to MIAHONA or contracts or Purchase orders with MIAHONA), MIAHONA shall have right to terminate its contractual relationship with the Third Party with immediate effect without any liability whatsoever on MIAHONA to compensate the Third Party for any loss, damage, loss of profit or otherwise in relation to such termination.

14.3 The Third Party undertakes that it shall be responsible for monitoring its compliance and the compliance of employees and contractors and shall ensure that they are made aware of and trained in the requirements of this

Code and shall maintain adequate records of such training. The Third Party acknowledges that continuous awareness and training are essential for effective implementation of this Code.

14.4 The Third Party agrees, undertakes, and acknowledges that any breach or possible breach of this Undertaking shall be immediately reported to MIAHONA through designated Miahona's whistleblowing platform available at www.miahona.com/whistleblowing

14.5 The Third Party acknowledges that it shall ensure that its employees, contractors, and representatives are aware of mechanisms to report violations or potential violations of this Code.

14.6 The Third Party undertakes to make sure that it will not retaliate against any individual who, in good faith, reports a concern or suspected violation.