

**APPROVED by
Board of Directors
PJSC SIBUR Holding
on December 17, 2020, Minutes No. 232**

**Code of Business Ethics of Contracting Parties of SIBUR LLC and the Enterprises
of PJSC
SIBUR Holding**

(Revision No. 1)

**Tobolsk
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The Code of Business Ethics of Contracting Parties defines the requirements for corporate social responsibility of contracting parties of SIBUR LLC and the enterprises of PJSC SIBUR Holding (hereinafter – the Company and/or PJSC SIBUR Holding Enterprises), and other organizations with which the Company enters into business relations.

Article 1. General Provisions

- 1.1 The Code of Business Ethics of Contracting Parties (hereinafter – the Code) contains requirements for corporate social responsibility of contracting parties of SIBUR LLC and the enterprises of PJSC SIBUR Holding (hereinafter – the Company and/or PJSC SIBUR Holding Enterprises), and other organizations with which the Company and/or PJSC SIBUR Holding Enterprises enters into business relations (hereinafter – the Contracting Party).
- 1.2 The Company and the PJSC SIBUR Holding Enterprises support such principles of cooperation with Contracting Parties as transparency, openness of information, - competitive spirit, fairness, efficiency, and fair competition.
- 1.3 The Company and the PJSC SIBUR Holding Enterprises value their reputation and strive to build trust on the part of the business community.
- 1.4 The Company and the PJSC SIBUR Holding Enterprises strive to work with Contracting Parties who have an impeccable reputation, comply with the law, as well as generally accept standards of corporate and business ethics, respect human rights, ensure occupational safety and health protection, and are committed to the principles of sustainable development.
- 1.5 The Company and the PJSC SIBUR Holding Enterprises maintain open and transparent business relations with all Contracting Parties and strive to develop these relations on a mutually beneficial basis.
- 1.6 The Company and the PJSC SIBUR Holding Enterprises expect Contracting Parties to adhere to high ethical standards and refrain from any activity that may be considered as violating these standards.
- 1.7 The Company and/or the PJSC SIBUR Holding Enterprises shall ensure that contracts concluded with Contracting Parties incorporate provisions that ensure compliance with this Code. A Contracting Party's non-acceptance of the provisions hereof shall not be considered an obstacle to cooperation with the Party; however, the Company and/or a PJSC SIBUR Holding Enterprise shall assess relevant risks. This includes making a decision on concluding a contract with the Contracting Party.
- 1.8 If the Company and/or a PJSC SIBUR Holding Enterprise becomes aware of any actions or circumstances that do not comply with the provisions of the Code, this shall be the basis for demanding the application of corrective measures provided for in contracts concluded with Contracting Parties. Such measures may include termination of the contracts.

Article 2. Application

- 2.1. In cases stipulated by contracts, this Code shall apply to all Contracting Parties.
- 2.2. Contracting Parties shall comply with the requirements of this Code when interacting with the Company and/or the PJSC SIBUR Holding Enterprises and their respective employees.

Article 3. Terms. Definitions. Abbreviations

- 3.1. **Procurement** means a series of activities aimed at the acquisition of materials, resources,

services, or works to meet the needs of the Holding Company, the Company, or the Enterprise. Purchase is carried out on a paid basis and involves conclusion of a civil-law contract;

- 3.2. **Insider Information** means specific and accurate information that has not been previously disclosed or distributed (including information constituting commercial, banking, official secrets, communication secrets (information about money transfers), and other secrets protected by law), the provision or dissemination of which may significantly affect the value of financial instruments, goods, and (or) foreign currency.
- 3.3. **Confidential Information** means information that has actual or potential commercial value due to being unknown to third parties, lack of legal access to it, and due to the fact that the owner of this information takes measures to protect its confidentiality;
- 3.4. **Conflict of Interests** means any situation or circumstances which, for reasons of personal interest therein or activity in relation to it of an employee or their immediate family members inhibits or may inhibit the employee from acting to the benefit of the Company and/or a PJSC SIBUR Holding Enterprise, to exercise their duties honestly, in good faith, without bias, and in an efficient manner;
- 3.5. **Corruption** means abuse of official authority, bribery, acceptance of bribe, abuse of power, commercial bribery, or other unlawful use of official authority by individuals in violation of lawful interests of the Company and the state, for the purpose of gaining any benefits in the form of funds, objects of value, other property, property-related services or property rights for themselves or for any third party, or unlawful provision of such benefits to the said individual by other individuals, as well as commitment of the above actions for or on behalf the Employer;
- 3.6. **Money Laundering (illegal income generation)** means performing financial transactions and other transactions involving funds or other property that were knowingly acquired by other persons in a criminal way, in order to make the possession, use and disposal of these funds or other property appear lawful;

Article 4. Compliance with legal requirements and other rules when conducting business activities

The Company and the PJSC SIBUR Holding Enterprises expect Contracting Parties to respect and comply with applicable legislation, requirements of international standards and documents (the Universal Human Rights Declaration, the United Nations Global Compact, the International Labor Organization Declaration on Fundamental Principles and Rights at Work), and other rules when carrying out their professional activities.

Article 5. Ethical business conduct

- 5.1. The Company and the PJSC SIBUR Holding Enterprises are firmly committed to the principles of fair competition and open markets, and strive to ensure equal opportunities for all potential Contracting Parties.
- 5.2. Subject to feasibility and a competitive environment, the Company and the PJSC SIBUR Holding Enterprises shall choose Contracting Parties on a competitive basis. The main principle in the selection of Contracting Parties is to ensure fair competition. Decisions on selection of Contracting Parties shall be based on objective criteria such as commercial and engineering competencies, quality of goods, services, experience and qualifications of the Contracting Parties, the compliance of goods, works and services to the requirements of the Company and/or the PJSC SIBUR Holding Enterprises, as well as reliability of the Contracting Party.
- 5.3. The Contracting Party, in its turn, shall comply with the rules of participation in the Procurement of goods, works and services, and adhere to ethical standards during the process of procurement. Contracting Parties participating in procurement shall not

exchange information about prices and other conditions that may affect the choice of the contractor, or perform actions to restrict competition, including collusion, negotiating price agreements, and carrying out industrial espionage.

Article 6. Combating Corruption

- 6.1. A zero tolerance approach to all forms of corruption has been adopted and maintained by the Company and all the PJSC SIBUR Holding Enterprises. The Company and the PJSC SIBUR Holding Enterprises strive to develop comprehensive measures to verify information about possible facts of corruption offenses and, when these facts are confirmed, to eliminate (minimize) their consequences and the causes that contribute to them.
- 6.2. Contracts concluded by the Company and the PJSC SIBUR Holding Enterprises contain an anti-corruption clause which requires compliance with legal norms and stipulates that, in the execution of contracts, Contracting Parties shall comply with all applicable laws and regulations on combating corruption, countering the legalization (laundering) of proceeds from crime, and financing of terrorism.
- 6.3. The Company and the PJSC SIBUR Holding Enterprises strive to maintain and develop relations with Contracting Parties that operate in accordance with high ethical standards and implement measures to combat corruption offenses in accordance with Article 13.3 of the Federal Law "On Combating Corruption", as well as with applicable international standards in the field of combating corruption.
- 6.4. The Contracting Party, in its turn, shall not perform actions that are qualified by applicable law as giving/receiving a bribe (mediation in bribery), commercial bribery (soliciting of a bribe or commercial bribery), abuse of authority, as well as actions that violate the requirements of applicable legislation and international regulations on countering the - legalization (laundering) of proceeds from crime and the financing of terrorism.

Article 7. Rights and Freedoms

- 7.1. Contracting Parties shall respect and support the protection of universally recognized human rights and freedoms and shall guarantee that they are not involved in their violation. All employees of Contracting Parties shall be treated with respect and dignity.
- 7.2. Contracting Parties shall prevent discrimination in any form.
- 7.3. Contracting Parties shall not employ persons under 16 years of age, except in cases provided for in the Labor Code of the Russian Federation.
- 7.4. Contracting Parties shall comply with applicable laws governing the duration of working periods for Employees.
- 7.5. Contracting Parties shall ensure that their Employees' wages, salaries and payment for - overtime work are at least at the level required by the current legislation. For each payment period, Contracting Parties are required to provide Employees with a clear payroll statement indicating the number of hours or days worked, current salary or piecework rate, and the reasons for the deductions made.
- 7.6. Contracting Parties shall not be entitled to use corporal punishment, threaten with violence or to permit other forms of mental or physical coercion against its employees.
- 7.7. Within the limits established by law, Contracting Parties shall recognize and respect the right of Employees to establish trade unions and conclude collective employment agreements. In all circumstances, Employees should be able to openly express their complaints and submit claims to management without fear of oppressive measures and punishments.

Article 8. Managing Conflicts of Interest

Contracting Parties shall avoid Conflicts of Interest and shall inform the Company and the PJSC SIBUR Holding Enterprises about such occurrences. If any Employee of the Company and/or a PJSC SIBUR Holding Enterprise has a personal interest that prevents them from acting in the interests of the Company and/or the PJSC SIBUR Holding Enterprise honestly, or from performing their duties conscientiously and impartially in relation to the Contracting Party, or if they have any economic ties with the Contracting Party, relevant information about the revealed violations shall be forwarded using the following communication channels:

- hot line website: <https://sibur.deloitte-hotline.ru>.
- e-mail: sibur-hotline@deloitte.ru.
- toll-free telephone number: +7 (800) 500-08-74.

Article 9. Stimulation, Gifts, and Financial Incentives

- 9.1. Contracting Parties shall refrain from providing any financial incentives to Employees of the Company and the PJSC SIBUR Holding Enterprises, including by means of monetary payments, gifts, gratuitous performance of works (services) to them, and other methods not mentioned herein that place the Employee in a certain dependence and are aimed at ensuring that the Employee performs any actions in favor of the stimulating Party.
- 9.2. The Employee's actions performed in favor of the stimulating Party include the following:
 - providing unjustified advantages over other Contracting Parties;
 - providing any guarantees;
 - expediting existing procedures;
 - other actions performed by an Employee within the scope of their official duties, that contravene the principles of transparency and openness of relations with Contracting Parties.

Article 10. Confidential and Insider Information

- 10.1. Contracting Parties shall respect intellectual property of the Company and the PJSC SIBUR Holding Enterprises, their trade secrets, and any other Confidential, Insider or other restricted information. Any information or data about the operations of the Company and/or the PJSC SIBUR Holding Enterprises shall at all times be considered confidential by the Contracting Party, unless such information has become publicly available. Contracting Parties shall protect confidentiality of information by refraining from transmitting, publishing, using or disclosing it outside of their normal activities, or without instructions or permission from the Company and/or the PJSC SIBUR Holding Enterprises.
- 10.2. Contracting Parties shall comply with applicable data protection standards. Materials containing Confidential and Insider Information or that need to be protected in accordance with data protection standards shall be stored in a secure place preventing the possibility of access by third parties, and shall be provided to the Contracting Party's Employees only on a need to know basis.

Article 11. Occupational Health and Industrial Safety

- 11.1. The Company and the PJSC SIBUR Holding Enterprises adhere to the principle of intolerance to violations in the field of occupational health and industrial safety. Without limitation, all injuries, incidents and accidents suffered by Contracting Party at the premises of the Company or the PJSC SIBUR Holding Enterprises, as well as all the background causes of such incidents shall be subject to investigation.

- 11.2. The Company and the PJSC SIBUR Holding Enterprises expect the Contracting Parties to comply with occupational health and industrial safety standards, and to maintain a healthy working environment and safe working conditions for all their Employees. Contracting Parties shall integrate health and safety management standards and practices into their business and comply with relevant contractual provisions.
- 11.3. Contracting Parties providing services at any facility or premises of the Company and/or the PJSC SIBUR Holding Enterprises shall comply with occupational health and industrial safety regulations established by the Company and/or the PJSC SIBUR Holding Enterprises.

Article 12. Environmental Protection

- 12.1. The Company and the PJSC SIBUR Holding Enterprises are committed to protecting the environment, and responsibility for compliance with environmental legislation is a key principle of our activities.
- 12.2. The Company and the PJSC SIBUR Holding Enterprises strive to engage Contracting Parties who also share the commitment to environmental protection and strive to reduce their negative impact on the environment.
- 12.3. Contracting Parties shall comply with environmental legislation and strive to improve environmental effectiveness of their production facilities by controlling and monitoring the environmental aspects and reducing their negative impact on the environment.

Article 13. Liability

The Company and/or a PJSC SIBUR Holding Enterprise reserves the right, at its sole discretion, to immediately suspend or terminate performance of the contract with the Contracting Party in accordance with the provisions of the contract between the Contracting Party and the Company and/or a PJSC SIBUR Holding Enterprise.

Article 14. Reporting Violations

- 14.1. The Contracting Party shall report cases of alleged or actual violation of the Code. The Contracting Party shall provide diligent assistance to the Company and/or the PJSC SIBUR Holding Enterprises in the event of an actual or potential violation of the requirements hereof. This includes the undertaking to interview officials, employees and agents.
- 14.2. The Contracting Party may report suspected non-compliance with the provisions of the Code or other concerns related to finance, accounting, audit, corruption or fraud issues in the Company and/or at a PJSC SIBUR Holding Enterprise, or other circumstances of concern affecting its essential interests, to the email address compliance@sibur.ru or to the independent Hot Line via one of the communication channels below:
 - hot line website: <https://sibur-hotline.delret.ru>,
 - e-mail: sibur-hotline@delret.ru,
 - toll-free telephone number: +7 (800) 500-08-74.

Article 15. Final Provisions

Any changes, additions, or amendments hereto shall be approved by the Board of Directors of PJSC SIBUR Holding.