



**DEVVISION**  
SUPPLIER CODE OF  
CONDUCT

# SUPPLIER CODE OF CONDUCT

The relationship between DEVISION and its suppliers, vendors, subcontractors, and all other third-party companies in DEVISION's supply chain ("Supplier") is crucial for achieving and maintaining high performance in our business.

All work performed for DEVISION must adhere strictly to DEVISION's Code of Ethical Conduct and Supplier Code of Conduct, along with the principles contained therein (both accessible on our website at <https://www.dev.vision/ethics-and-compliance>). This Supplier Code of Conduct is applicable to all Suppliers, including their parent companies, subsidiaries, and affiliated entities.

Each Supplier is required to thoroughly review this Supplier Code of Conduct and ensure that all personnel and agents ("personnel") associated with DEVISION comply with its provisions in all dealings with DEVISION and others throughout the course of their relationship with DEVISION. Certification of compliance must be furnished to DEVISION, and DEVISION reserves the right to monitor or audit for compliance periodically. Adherence to this Supplier Code of Conduct, as may be updated or amended periodically, is mandatory for all Suppliers within our supply chain.

We expect our Suppliers to conform to the following standards, which are based on internationally recognized benchmarks:

1. **Compliance with all Applicable Laws, Rules, and Regulations:** As a Supplier, you agree that all business conducted on behalf of DEVISION shall be accomplished in full compliance with applicable laws, rules, regulations, and policies. If local laws are less restrictive than the principles set forth in this Supplier Code of Conduct, you are expected to, at a minimum, comply with this Supplier Code of Conduct. If local laws are more restrictive than the Supplier Code of Conduct, you are expected to, at a minimum, comply with applicable local laws.
  - a. **Anti-Bribery/Corruption Laws.** Supplier shall not make, authorize, or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including officials, employees, or representatives of any government or public or international organization, or to any other third party (public or private sector) for the purpose of obtaining or retaining business, or influencing any other favorable business decision, that is related in any way to DEVISION. Suppliers are required to comply with the Polish Penal Code, including the anti-bribery provisions, and the Act on Transparency in Public Life, along with all other applicable Polish anti-corruption laws and regulations.
  - b. **Trade Restrictions and Laws.** Supplier shall comply with all applicable international and Polish trade laws and regulations, sanctions, embargoes, customs/import, export controls, and "anti-boycott" laws. Such trade restrictions include, but are not limited to, the European Union trade regulations and Polish national laws. Supplier will comply with all applicable restrictions prohibiting business activities with individuals or entities designated by relevant authorities, such as the European Union's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Supplier must take immediate and appropriate action to block or reject any anticipated or pending transaction subject to such laws and comply with any governmental reporting and mitigation actions.
  - c. **Anti-Money Laundering Laws.** Supplier will comply with all applicable anti-money laundering (AML) and counterterrorism financing laws and regulations in Poland. Supplier will only accept funds received from reputable clients and third parties engaged in legitimate business activities with funds derived from legitimate sources. Supplier will not conduct business with individuals or entities on applicable "specially designated nationals", "designated persons", or "blocked persons" lists as per the

relevant Polish and European Union regulations. Supplier shall implement appropriate procedures, processes, and internal controls to ensure compliance with applicable AML laws, including the Polish Act on Counteracting Money Laundering and Terrorism Financing.

- d. **Antitrust and Competition Laws.** Antitrust and competition laws are designed to protect consumers and competitors against unfair business practices and promote and protect healthy competition. DEVVISION expects its Supplier to observe and comply with all applicable antitrust and competition laws, including the Polish Act on Competition and Consumer Protection, as well as relevant European Union competition regulations.
  - e. **Confidential Information, Data Privacy and Intellectual Property.** Supplier must protect the intangible and tangible assets of DEVVISION, and its business partners entrusted to Supplier in the course of Supplier's work with DEVVISION, such as confidential information, personal information protected by data privacy laws, and intellectual property ("Confidential Information"). Unauthorized release or use of Confidential Information can cause a loss of competitive advantage or create other financial and legal exposures. If personally identifiable information protected by data privacy laws is related to Supplier's work with DEVVISION, Supplier must comply with the Polish Personal Data Protection Act (RODO) and DEVVISION's policies and special handling requirements. Intellectual property rights, such as code, processes, procedures, copyrighted works, ideas, trade secrets, patents, and know-how are core to DEVVISION and its business partners' business. Supplier must not misuse or fail to secure the needed IP ownership rights for DEVVISION and its business partners. Supplier must respect the intellectual property rights of third parties.
  - f. **Employment Laws.** Supplier will not engage in discrimination, retaliation, or harassment as prohibited by law in screening, hiring, or in its employment practices because of any of the following: Race, Color, National origin or ancestry, Ethnicity, Caste, Genetic information, Sex, Sexual orientation, Gender, Gender identity or expression, Age, Religion, Marital status, Veteran/Military status, Citizenship Status, Political or Union affiliation, Medical condition, Personal appearance, Pregnancy, Physical or Mental disability, or any other legally protected status. Supplier will comply with the Polish Labor Code and other applicable Polish employment laws and regulations. Supplier will not subject workers or potential workers to unlawful medical tests or physical exams.
  - g. **Wage & Hour and Work Authorization.** Supplier will comply with all applicable Polish laws with respect to wages, hours, and employee benefits, including the Polish Labor Code. Supplier will also comply with all applicable immigration and work authorization laws and regulations in Poland.
  - h. **Health & Safety Laws.** Supplier will foster the health and safety of its employees by promoting safe and healthy working conditions for the prevention of work-related injury or illness and will comply with all applicable Polish safety and health laws and regulations, including the Occupational Safety and Health Act.
  - i. **Environmental Laws.** Supplier will follow all applicable Polish environmental laws and regulations, including proper handling and disposing of hazardous or restricted substances, obtaining and maintaining required environmental permits, approvals, and registrations, and fulfilling their operational and reporting requirements. Supplier shall comply with the Environmental Protection Law and other relevant Polish environmental regulations.
2. **Labor Standards:** Supplier is committed to uphold the human rights of workers and to treat them with dignity and respect as understood by the international community by:
- a. Providing a workplace free from discrimination, harassment or any type of abuse.
  - b. Ensuring that child labor is not used in any operations.

- c. Ensuring that all forms of forced or compulsory labor are forbidden in any operations.
  - d. Providing safe and healthy working conditions.
  - e. Respecting the rights of workers to associate freely, join or not join labor unions, or seek representation in accordance with local laws. All employees shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.
3. **Environmental Laws, Regulations and Standards:** Supplier recognizes that environmental responsibility is integral to producing world-class products and services. Supplier will engage in responsible and efficient use of natural resources, reduce and eliminate unnecessary waste, and engage in practices to minimize adverse effects on the environment and natural resources, including reduction of greenhouse gas emissions where applicable.
4. **Financial Books and Records:** Accurate and reliable financial and business records are important for DEVVISION to meet its financial, legal, and business obligations as a publicly traded company. Supplier must not have any false or inaccurate entries in the accounting books or records related to DEVVISION and Supplier's business records must be retained in accordance with record retention policies and all applicable laws and regulations. Supplier agrees to support any audit as reasonably requested by DEVVISION.
5. **Conflicts of Interest:** A conflict of interest may exist when a circumstance that could cast doubt on Supplier's ability to act with total objectivity with regard to the supply of products and services to DEVVISION. While engaged by DEVVISION, Supplier must exercise reasonable care and diligence to avoid any actions or situations that could result in a conflict of interest. DEVVISION expects Supplier to prevent or immediately disclose a conflict of interest or the appearance of a conflict of interest as soon as possible to DEVVISION.
6. **Whistleblower Protection.** Supplier shall encourage its personnel and agents to bring their concerns regarding compliance with this Supplier Code of Conduct to the attention of Supplier and DEVVISION so that issues can be prevented or resolved in a timely manner. Supplier is responsible for creating a safe and confidential environment and legally compliant method for such reports and a policy to not retaliate against those who make reports.

DEVVISION reserves the right to assess and evaluate its Suppliers and request appropriate and reasonable information and documentation where needed about compliance with our Supplier Code of Conduct.

Failure to comply with this Supplier Code of Conduct may result in termination as an DEVVISION Supplier and may include referral of the matter to appropriate authorities.

**Supplier Must Complete APPENDIX A.**

# APPENDIX A: CERTIFICATION & ACKNOWLEDGEMENT OF COMPLIANCE

As the authorized representative of a Supplier (or other Contractor) providing products or services to DEVISION, I certify that Supplier and any of Supplier's personnel or agents providing products or services to DEVISION is/are in compliance with the current versions of DEVISION's Supplier Code of Conduct and DEVISION's Code of Ethical Conduct and shall remain in compliance with respect to all business dealings related to DEVISION (current versions are available online at the following link <https://www.dev.vision/ethics-and-compliance>).

Supplier: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(signature)