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**ORBITSON**

EXPERIENCE DOES MATTER.

# CODE OF CONDUCT

# Employee Code of Conduct

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## PURPOSE AND SCOPE

The Code of Conduct defines the standards of behavior for employees in all business, legal and ethical aspects of their daily activities and is a tool and guiding document in business relations with customers, suppliers and partners, when interacting with competitors, as well as in financial areas. It is part of the policy of ORBITSON CO. (**ORBITSON**) and is applied in all aspects of ORBITSON operations in accordance with the spirit and letter of the law at this time, thus maintaining high standards of business ethics.

The Code of Conduct does not and cannot contain detailed instructions for all occasions. Therefore, in case of problems or conflicts, please contact the Compliance Officer (at [compliance@orbitson.com](mailto:compliance@orbitson.com)).

In addition to leading by example, all managers are expected to take the necessary steps to ensure compliance with this Code of Conduct and report issues to the Compliance Officer for review.

Employees should inform their immediate supervisors if they have any questions or concerns. The head of the employee to take all measures to resolve the conflict of interest as soon as possible. Even if the investigation does not unequivocally confirm the suspicions, it is unacceptable to follow up on the employee in order to ask questions or identify problems. However, dishonest, dishonest or otherwise offensive complaints (such as false denunciations directed at specific individuals) are prohibited and may result in consequences.

The Company expects all employees to try to achieve the goals of ORBITSON and the goals set directly for them, while at the same time complying with the Code of Conduct for employees. Failure to comply with the provisions of this Code may result in appropriate investigation and other consequences in accordance with labor laws, as well as lead to civil action and liability.

Employees will be notified of changes to the Code of Conduct via intranet or email.

## **1 COMPLIANCE WITH LEGAL REQUIREMENTS**

In their activities, ORBITSON employees must strictly comply with all legal provisions and generally accepted principles of business ethics set out in the relevant instructions. This Code operates on the basis of the Federal Law of the United States of America on international corrupt practices (Foreign Corrupt Practices Act, FCPA), the UK Bribery Act.

## **2 LOYALTY**

### **2.1 Conflict of interest**

ORBITSON employees must remain loyal to ORBITSON. In particular, this means that employees:

- a) must avoid situations in which their personal or financial interests conflict with those of the ORBITSON;
- b) should not pursue, in the context of the performance of their tasks, any self-interest that conflicts with the interests of the ORBITSON;
- c) should not pursue, in the context of the performance of their tasks, any self-interest that conflicts with the interests of the ORBITSON;

Subject to these principles of loyalty, employees are in principle free to choose their participation in other areas of business activity, if they act in accordance with these principles of loyalty and within the framework of employment agreements.

Potential conflicts of interest should be avoided and, if found, such facts should be verified on a case-by-case basis. There is no complete list of situations in which a conflict of interest may arise. However, to provide a better understanding, a few examples are given below.

### **2.2 Part-time work**

#### **2.2.1 General principles**

ORBITSON employees must not take on any additional work that adversely affects the time required to complete their job duties at ORBITSON.

Before agreeing to work outside ORBITSON, ORBITSON employees must inform their line manager and Human Resources and obtain written permission to do so.

Unpaid volunteer work does not need to be separately reported, provided it does not interfere with employment with ORBITSON or affect ORBITSON's competitive interests.

Without the consent of ORBITSON management, ORBITSON employees must not:

- a) sell their own products or products of other organizations or provide services, if similar to the product and services offered by the Company;
- b) engage in any activity that promotes the marketing or distribution of a ORBITSON competitor's products or services.

### **2.2.2 Part-time work for clients, suppliers, subcontractors, competitors or partners**

ORBITSON employees should not work part-time for customers, suppliers or competitors of ORBITSON if doing so would prejudice the competitive interests of ORBITSON.

In addition, ORBITSON employees must not act directly or indirectly as an independent party in contracts, consultations or any other activity for ORBITSON competitors.

The Compliance Officer determines:

1. Who and what are considered competitors;
2. Whether the competitive interests of ORBITSON are at risk in a particular case.

ORBITSON employees must obtain written permission from ORBITSON management before accepting part-time employment with a ORBITSON client, supplier or partner as important business interests of ORBITSON are involved.

### **2.3 Management positions in other companies**

ORBITSON employees should not hold management positions (for example, as the sole executive body, board member, supervisory board member, or advisory board member) of a ORBITSON competitor, as this would generally directly threaten ORBITSON interests.

ORBITSON employees must first obtain management approval before accepting such a position with a ORBITSON client, supplier, subcontractor or partner;

ORBITSON executives must obtain the approval of the client, supplier, subcontractor or partner to take on a leadership position, and must obtain prior approval from the ORBITSON Board of Directors.

The same rules apply to taking similar positions in an organization that is marketing the products or services of ORBITSON competitors.

Consent to assume a managerial position with a client, supplier or partner can only be given to an employee if the Company is sure of the following:

- performance of such functions will not affect the employee's loyalty to ORBITSON;
- the employee will abstain from voting on decisions that expressly;
- or indirectly lead or may lead to a conflict of interest in terms of employee loyalty to ORBITSON;
- An employee will resign from a position if there is a serious and ongoing conflict of interest;
- the employee will not receive personal benefit from work in such an organization, with the exception of appropriate remuneration for the performance of duties associated with the position held.

### **2.4 Financial participation in other companies**

ORBITSON employees must not have any financial involvement in organizations that are customers, suppliers, competitors or partners of ORBITSON if this could or does lead to a conflict of loyalty to ORBITSON.

A conflict of loyalty associated with a financial interest is present, for example, in the following cases:

- the employee, in connection with his or her employment with ORBITSON, influences decisions made by ORBITSON regarding a customer, supplier, competitor or partner that may bring personal financial benefit to the employee;
- The employee has a financial interest in the ORBITSON of a client, supplier, subcontractor, competitor or partner that is more than 20% of the employee's financial resources.

Interests greater than 20% of the equity capital of a ORBITSON customer, supplier, subcontractor, competitor or ORBITSON partner must be reported to the Compliance Officer immediately after acquisition for written approval.

## **2.5 Employment in ORBITSON of persons who have close personal relationships with ORBITSON employees**

There are no barriers against relatives, spouses and other persons who have a close personal relationship with ORBITSON employees to work for ORBITSON, unless there is a risk of conflict of interest.

In order to avoid conflicts of interest of any kind, there is usually no direct subordination between relatives, life partners, regardless of whether their relationship is formalized or not, or other persons connected by close personal relationships. This is unacceptable even in cases where there is an executive in the chain of command between persons with close personal relationships. In the event of such situations, one of the employees who have a close personal relationship with the other, or both, may be asked to change jobs within the ORBITSON. The minimum requirement is to exclude one employee from making business or personal decisions regarding another if such decisions could result in the gain or loss of benefits by another employee associated with the first close personal relationship (including, but not limited to: hiring, performance appraisal, promotion or pay scale, assignment of job responsibilities and disciplinary measures).

Any potential conflict of interest should be reported to the Compliance Officer for action to be taken to protect the interests of ORBITSON and employees.

Cases in which a close personal relationship exists between a ORBITSON employee and a T4 (or equivalent structural level) and above executive (e.g., they are life partners whether they are married or not) must be declared formally and publicly in order to so that there is no impression that any of the employees received unreasonable benefits or their undeserved loss, in order to prevent bad relations in the team.

Relatives, life partners, whether they are married or not, and other persons who have close personal relationships with ORBITSON employees may be hired by ORBITSON if there is no risk of a conflict of interest. The codes of business conduct of individual countries and regions may contain additional restrictive procedures and clauses.

## **2.6 Employment in ORBITSON of persons who have close personal relationships with employees of ORBITSON clients, suppliers, subcontractors, competitors or partners**

Relatives, spouses and others who have a close personal relationship with ORBITSON employees are in principle not restricted from working for ORBITSON customers, suppliers, subcontractors, competitors or partners.

However, it is in the interests of ORBITSON to make sure that such employee relations do not lead to undesirable consequences. These consequences include, in particular:

- transfer of confidential information;
- insufficiently objective decision-making.

In this regard, ORBITSON employees must ensure that the work of individuals with whom they have a close personal relationship does not harm their loyalty to ORBITSON and does not improperly influence the Company as a whole. All ORBITSON employees should avoid participating in and influencing decisions made by ORBITSON when interacting with individuals with whom such employees have a close personal relationship. (for example, in relation to the coordination or conclusion of contracts, approval of payment documents).

## **2.7 Membership in clubs, societies, organizations**

Membership in professional organizations generally does not lead to a conflict of interest. However, a ORBITSON employee must require a prior assessment of the possibility of a conflict of interest in cases where the employee intends to participate in the activities of the organization as a representative of ORBITSON, as well as in the case of participation specifically as a ORBITSON employee, provided that membership fees or similar fees are paid by the Company.

Participation in organizations and groups that engage in or appear to be politically active must be cleared not only for conflicts of interest, but also by the Government Relations Department.

Membership in clubs, societies and organizations for which the status of a ORBITSON employee does not matter does not require approval for conflicts of interest.

## **3 PERSONAL GAIN, BRIBE AND BRIBERY**

### **3.1 Personal benefit**

ORBITSON has a zero tolerance policy for all forms of bribery and corruption. This means that nothing of value can be offered, promised or provided to decision makers for the purpose of influencing such decision makers in favor of ORBITSON. Please note that providing benefits from ORBITSON to ORBITSON (such as an approved software discount) is not considered a



bribe; the conduct that is prohibited is the provision of something of value to an individual for personal gain. "Valuable" includes not only money, but also entertainment, commissions, etc.

Help or rewards "for speeding up" is also prohibited. This refers to payments of small nominal value, which are made to speed up routine operations. However, payments that are made in circumstances where security is at risk must be made and reported to the Compliance Officer as soon as possible for investigation. Employee safety is the highest priority.

ORBITSON employees must not engage in bribery or corruption in connection with the performance or non-performance of their work, and must not seek personal gain or receive benefits and benefits (with the exception of salary and additional management) from its activities at ORBITSON, make any solicitation to a third party with the intent to improperly influence such person's business decision.

In the course of their work and in accordance with the above principles, employees may use the services of state and municipal employees only if these services:

- are directly related to the business operation required by both parties, which complies with the rules

of this Code;

- agreed in writing with the institutions in question.

## 3.2 Gifts from third parties

### 3.2.1 Treats and other entertainment events

ORBITSON employees are allowed to accept invitations to restaurants and other entertainment from existing and potential customers, suppliers, competitors and partners only if:

- serves to establish or strengthen business relationships and is therefore within the scope of ORBITSON's interests;
- cannot adversely affect any ORBITSON decisions;
- does not entail counter obligations;
- is not illegal or contrary to ethical principles;
- complies with business practices in the relevant country.

ORBITSON employees must in any case decline an invitation to a restaurant or entertainment event if the cost per person exceeds the equivalent of 150 euros. If a relative, life partner, regardless of official relationship status, or other person with whom the ORBITSON worker has a close personal relationship is also invited, that worker must ensure that the relative, life partner, or other person is not being served at the expense of the client, supplier, subcontractor, competitor or the partner who provided the invitation.

Only in exceptional cases can an employee accept an invitation that exceeds the specified limit. In addition, a relative, spouse, or other person who has a close personal relationship with an employee may be served at the expense of the customer, supplier, subcontractor, competitor, or partner who provided the invitation if the above conditions are met, as well as:

- Important business negotiations take place during, immediately before or after a meal or entertainment event.
- Approval has been obtained in advance from the Compliance Officer or from a manager with the authority to give such exclusive approval (eg the Chief Financial Officer).

### 3.2.2 Other gifts from third parties

ORBITSON employees and their relatives, life partners, whether married or not, and other persons with whom ORBITSON employees have a close personal relationship should not accept any gifts, payments, loans or other benefits from existing and potential customers, suppliers, subcontractors, competitors or partners, if:

- the value of the gift or the above exceeds the equivalent of 100 euros;
- Receiving a gift may create a negative impression and thereby damage business interests

ORBITSON;

- receiving a gift entails counter obligations;
- A gift is offered during negotiations or competitive bidding, either directly or indirectly by the party being negotiated with or bidding on;
- accepting a gift may give the impression of receiving an undue advantage;
- the gift is illegal or contrary to ethical principles;
- the gift is linked to the previous gift, ie. they are part of a single set.

This rule does not apply to standard promotional gifts of low value or payments that are not related to employment with ORBITSON, unless the payer is a customer, supplier, subcontractor, competitor or partner of ORBITSON. One example is a private transaction bank payment.

In some situations and in some countries it is customary in business dealings to exchange gifts of greater value. In such cases, ORBITSON employees may accept such gifts. However, such gift must be promptly handed over to the Compliance Officer for internal use, for the general benefit of the employees, or to be re-gifted at the appropriate opportunity.

Discounts and other benefits offered to ORBITSON employees as part of a deal with ORBITSON customers, suppliers, competitors and partners can only be accepted if they are offered to all ORBITSON employees.

## 3.3 Gifts to third parties

### 3.3.1 Business lunches and dinners

ORBITSON employees are allowed to invite existing and potential customers, suppliers, subcontractors, competitors and partners to restaurants and other similar events only if:

- serves to establish or strengthen business relationships and is therefore within the scope of ORBITSON's interests;
- does not negatively influence the decisions to be made by the client, supplier, competitor or partner;

- does not entail counter obligations;
- is not illegal or contrary to ethical principles;
- complies with the rules of doing business in the country in question.

ORBITSON employees must not:

- invite to a restaurant or entertainment event if the expenses exceed the equivalent of 150 euros per person;
- invite the same person to an entertainment event more than once a quarter;
- invite to a free meal or entertainment event any relative, life partner, regardless of relationship status, or other person with whom an employee of a customer, supplier, subcontractor, competitor, or partner has a close personal relationship.

In exceptional cases, an employee may exceed this limit, as well as invite such a relative, life partner or other person, if the following conditions are met:

- approval by the Compliance Officer;
- Important business negotiations take place during, immediately before or after a meal or entertainment event.
- The entertainment otherwise complies with the ORBITSON Entertainment Policy.

### **3.3.2 General rules for interaction with civil servants and employees of state companies**

For the purposes of all internal ORBITSON policies, the concept of "civil servant / public ORBITSON employee" includes the following categories: 1) judges, 2) persons who are part of the legislature; 3) persons replacing public service positions; 4) persons holding positions in municipal authorities and local self-government; 5) members of political parties; 6) candidates for elected positions; 7) employees of international public organizations; 8) persons holding positions in state institutions; 9) employees of state enterprises; 10) employees of legal entities, the share of participation of the state in the authorized capital of which exceeds 50% or the number of shares owned by the state exceeds 50%; 11) employees of legal entities whose decisions, on the basis of legislation, directly or indirectly, the state has the right to determine.

### **3.3.3 Gifts and entertainment for civil servants and employees of state companies**

The general rule in ORBITSON is a ban on granting civil servants and employees of state companies, directly or indirectly, any benefits of a property nature (including promotional promotional gifts, souvenirs, other benefits, benefits and gifts, as well as invitations to entertainment events paid by the Company). If a ORBITSON employee intends to give a government official or government ORBITSON employee any gift, they must obtain the prior written consent of the Compliance Officer.

The only exception to the above rule is traditional modest gifts for an official calendar holiday in the country where the civil servant or government ORBITSON employee works and his birthday, if this gift is limited to the following:

- bouquet of flowers;
- greeting card;

drink, food or souvenir for an amount not exceeding the equivalent of 15 euros.

Such gifts may only be given in the limited circumstances outlined above, and the offer to give such a gift must not violate the restrictions contained in the donee's official instructions.

### **3.3.4 Business lunches and dinners with civil servants and employees of state companies**

It is allowed to invite civil servants and employees of state companies to business lunches in accordance with the rules of paragraph 3.3.1 of this Code and with a maximum spending limit equivalent to 150 euros for each person present.

### **3.3.5 Contributions and donations for political purposes**

The Company does not make any contributions or donations in monetary or property terms for political purposes, in favor of political parties, politicians, or to achieve party or political goals. If a ORBITSON employee makes such a contribution on his own behalf, he must not give the impression that this has anything to do with ORBITSON (including the use of email or ORBITSON equipment). Under no circumstances will the Company compensate or provide any intangible reward to offset the value of private employee donations.

### **3.3.6 Other gifts to third parties**

ORBITSON employees may only provide promotional materials, traditional gifts, or other gifts paid for by the Company to a customer, supplier, partner, or other entity with which the Company comes into contact in the course of its business if:

- the value of the gift does not exceed the equivalent of 100 euros;
- the gift does not create a negative impression that is detrimental to ORBITSON business interests;
- the gift does not entail reciprocal obligations;
- currently there are no negotiations or competitive bidding with a current or potential client, supplier, competitor or partner;
- the gift does not improperly influence decisions to be made by an existing or potential customer, supplier, competitor or partner;
- the gift is not illegal or contrary to ethical principles;
- the gift is not related to the previous gift, being part of a set.

## **3.4 Gifts to the fund of political parties, political organizations and politicians**

The Company does not give gifts in kind, cash or otherwise, if these gifts serve a political purpose. If a ORBITSON employee makes such a gift, the employee must ensure that the gift does not appear to be associated with the Company. Under no circumstances will the Company compensate or provide benefits to offset the cost of gifts and contributions made by an employee in private. Indirect funding of political parties and institutions in the ORBITSON is also not allowed.

## **3.5 Gifts between employees**

The costs of gifts between employees of any level are usually not compensated. For more information, contact your finance department.

## 4 PRIVACY

### 4.1 General Provisions

All documents and information related to ORBITSON business operations that are not publicly available are the property of ORBITSON and should be treated as confidential. Information related to pricing, product and service development, and trade secrets is particularly important and must be kept strictly confidential. If such data is sent to persons who do not have the right to access it, this information may be used to the detriment of ORBITSON and cause serious harm to the position of ORBITSON among competitors in the market. In addition, this can lead to a breach of contractual obligations and even affect the situation on the stock exchange.

Therefore, ORBITSON employees must not share ORBITSON documents and information with third parties or grant access to ORBITSON data to anyone outside of ORBITSON.

Such information does not include information specially created for the purposes of public distribution.

ORBITSON employees must take necessary and adequate measures to ensure that confidential and protected information does not fall into the possession of unauthorized persons inside or outside of ORBITSON.

You should also review the periodically updated Global Privacy Policy  
ORBITSON.

### 4.2 Internal and external communication

ORBITSON management always strives to ensure an open and frank discussion of ORBITSON business operations and strategy with ORBITSON employees.

Responsibility for the dissemination of business information within and outside of ORBITSON that relates to ORBITSON, its business operations, strategy and other activities of ORBITSON rests with employees who have the appropriate authority.

This is essential not only for the image of ORBITSON, but also to avoid a negative impact on the reputation of ORBITSON, which could affect the stock price and valuation of ORBITSON. In certain cases, the consequence of such actions may be the requirement to notify exchange regulators on exchanges where ORBITSON shares are listed. Therefore, it is important that information be disseminated by authorized employees.

ORBITSON employees should not communicate with Mass Media or financial analysts on their own initiative, unless authorized to do so. All contacts with Mass Media or analysts must be coordinated and authorized by a ORBITSON Public Relations or Investor Relations representative.

ORBITSON employees who are not authorized to disseminate information must:

- Direct Mass Media inquiries to authorized Mass Media representatives, regardless of how the request was received;
- Direct requests from financial analysts to the Investor Relations Officer, regardless of how the request was received;
- Do not express your own opinion on behalf of ORBITSON;
- Refrain from providing information about ORBITSON without prior written permission.

In the event that a representative of a client, supplier, subcontractor, partner or a candidate for a position in the Company asks a ORBITSON employee to comment on ORBITSON, ORBITSON employees must refer to public sources of information and offer to contact the departments.

In all other respects, unauthorized employees should refrain from commenting on official ORBITSON information in communications with parties outside of ORBITSON.

ORBITSON employees should do their best to ensure that when expressing their own opinion, they do not give the impression that it may in any way reflect the opinion of ORBITSON. An example of this requirement is that ORBITSON employees must not use the [office@orbitson.com](mailto:office@orbitson.com) address for email communications expressing political or religious beliefs, or to participate in sequential mailing lists with political or religious content.

#### 4.3 Sharing confidential information with customers, suppliers and partners

ORBITSON employees must not share any information that is considered confidential with customers, suppliers, or partners, and generally should not accept confidential information from customers, suppliers, or partners unless a non-disclosure agreement has been previously signed. Employees must check any exceptions to this rule with their management or legal department (or both). Consultation with the Legal Department is always necessary to waive the requirement to sign a non-disclosure agreement.

ORBITSON employees must not share confidential information about any customer, supplier, or partner with another customer, supplier, partner, or other person outside of ORBITSON. The same rule applies to existing and potential customers, suppliers, subcontractors or partners.

#### 4.4 Using the Internet

ORBITSON employees may have access to parts of the Internet that are not controlled by ORBITSON. Materials not on ORBITSON websites may be governed by click or download agreement laws or ORBITSON corporate agreement rules, or a combination of these. In addition, copyright may protect text, graphics, photographs, music, videos appearing on a

website, and trademark law may protect sounds, logos, and images that represent the rights holders of said items. The Company respects the intellectual property of third parties and encourages employees to avoid unauthorized use of trademarks and copyrights. ORBITSON employees should also consult with the Legal Department regarding the permissibility of photocopying, excerpts and citations, electronic copying or other use of materials. It should also be noted that the mere fact that material is technically available and can be copied or downloaded from the Internet does not automatically mean that you have the right to copy or distribute it by email, group posting or otherwise.

Agreements and copyright and trademark laws may impose restrictions on what employees have legal access to on websites and the right to use such materials. Failure to comply with these legal requirements may jeopardize ORBITSON intellectual property rights or expose ORBITSON to liability for misuse of information or for infringement of intellectual property rights if intellectual property is used in violation of the relevant agreements or without an agreement.

ORBITSON employees may view the websites of partners, customers, competitors or other third parties for business purposes, provided there is no unauthorized use of copyrighted materials or unauthorized access to confidential information, source code or products of competitors.

ORBITSON employees are prohibited from:

- Copying, reproducing, distributing, publicly displaying, creating derivative works from, or downloading copyrighted materials (including product documentation, text, screenshots, code, diagrams, photographs, music, videos, or other copyrighted works) without permission of the copyright holder;
- Creation by the Company of products, tools or technologies that automate unauthorized downloading of data from third party websites, or automate operations on third party websites, unless otherwise permitted (eg, by a license agreement);
- Downloading the source code, unless otherwise permitted (for example, by a license agreement);
- Downloading competitors' products, unless otherwise permitted (for example, by a license agreement);
- Accessing or using confidential information unless otherwise authorized. Confidential information includes, for example, confidential contracts, price lists or lists of end users;
- Accessing or using information that may be found on competitor websites, except as permitted by applicable competitor information practices. information from customers, suppliers or partners, unless a non-disclosure agreement has been previously signed.

In some countries, the Code of Conduct restricts the use of corporate email addresses for personal purposes.

## 5. DATA PROTECTION AND RIGHT TO PRIVACY

ORBITSON employees are required to comply with applicable data protection laws and privacy rights in relation to other employees, candidates for positions in ORBITSON, customers,



suppliers, partners and all other persons whose personal data is stored or processed by ORBITSON.

ORBITSON employees must comply with the principles of the policy on the storage and use of confidential information if any ORBITSON operation is related to the storage, processing, use or access to personal data.

The collection of personal data can only be carried out for legitimate purposes, determined before the start of the storage process. The data may not be processed in any way incompatible with the previously stated purpose, unless otherwise permitted by the terms of applicable law.

ORBITSON employees are responsible for all processes for the collection, processing and / or use or provision of access to personal data are built in accordance with the requirements of the ORBITSON data protection and privacy policy and applicable law.

All ORBITSON employees collectively and individually have an obligation to maintain the secrecy and confidential processing of personal data to which employees have access to perform their work duties. All ORBITSON employees have the right to collect, process and/or use or provide access to personal data only to the extent necessary to perform their job duties.

## 6 ACCOUNTING AND RETENTION OF DOCUMENTS

### 6.1 Making payments

ORBITSON employees must ensure that ORBITSON makes payments (regardless of their type) only on the basis of accurate documentation and only for the purposes specified in this documentation.

When recording a payment and making payments, ORBITSON employees must act in accordance with generally accepted accounting principles and follow the relevant rules.

### 6.2 Saving data

The Company undertakes to keep all records relating to business transactions for a period of ten years, starting on January 1st of the year following the year in which the data was transferred, or for the minimum period prescribed by law, whichever period is longer. The Company is committed to maintaining accurate and transparent records, books and accounts sufficient to accurately record transactions and demonstrate compliance with applicable laws and regulations. Financial books, records and reports must be reasonably detailed and accurate and faithfully reflect the distribution of assets and the conduct of transactions. The content of the books, records, and related primary documents must be sufficient to enable a third party representative to evaluate the business purpose of the transaction, including (if applicable) identifying the third parties involved. The Company must accurately document all transactions related to this.

## 7 CUSTOMERS, SUPPLIERS, SUB-CONTRACTORS, COMPETITORS AND PARTNERS

The Company does not maintain business relations with organizations that are or support anti-social forces, terrorist or criminal associations.



## 7.1 Interaction with clients

### 7.1.1 General provisions

ORBITSON employees should consult with the Legal Department before entering into any agreement or contract on behalf of ORBITSON with a client that may constitute an anti-competitive agreement or arrangement.

### 7.1.2 Boycott

It is unlawful to agree with a customer, supplier, subcontractor, competitor or ORBITSON partner to do business with or supply goods or services to another customer, supplier, competitor, partner or service provider. Therefore, ORBITSON employees must be extremely careful, for example, when discussing the competitive conditions of another supplier with a ORBITSON supplier. Discussions of this kind raise the suspicion of an illegal arrangement. A unilateral decision not to sell to a particular customer can be a problem if the Company has such a strong position in the market in question that that customer is dependent on a contractual relationship with the Company.

### 7.1.3 Exclusive agreements

ORBITSON employees should not, for example, ask their customers to buy products and services exclusively from ORBITSON, or refrain from buying a competitor's product if doing so would harm competition in the marketplace.

### 7.1.4 Mutual offset transactions

ORBITSON employees must ensure that ORBITSON does not enter into reciprocal transactions in which the Company accepts goods and services from another entity only on the condition that that entity purchases ORBITSON products.

### 7.1.5 Changes in contracts

ORBITSON employees must not agree to any modification, qualification, or addition to the standard contracts or ORBITSON General Conditions, whether by supplemental agreement, supplemental letter, or otherwise, without prior approval from the Legal Department.

## 7.2 Interaction with suppliers

### 7.2.1 General provisions

The behavior of ORBITSON employees in dealing with suppliers and subcontractors must be based on common sense and absolute integrity. The most important principle is that the interests of the ORBITSON are respected.

SAP employees must ensure that ORBITSON suppliers comply with all legal requirements in force in the country of manufacture and the country of sale. ORBITSON employees must ensure that, within the limits set by the responsible purchasing department, each supplier that has a significant trade with the Company is requested to provide written confirmation of such compliance.

ORBITSON employees must not force any supplier to sell ORBITSON products in exchange for purchasing the supplier's goods or services. However, it is natural that the Company may seek to sell its products to suppliers as it would to any other customer.

ORBITSON employees must not communicate supplier issues or weaknesses to any other supplier, partner, or other person outside of ORBITSON.

## **7.2.2 Evaluation of tender proposals**

ORBITSON employees must ensure that all eligible suppliers are fully and equally informed of ORBITSON's technical and commercial terms and conditions, which must be taken into account when drawing up tenders. The same applies to data provided subsequently, changes and additions to the above requirements.

If the Company has set a deadline for submission of proposals, ORBITSON employees must ensure that proposals received after this deadline are not considered.

When entering into any contract, ORBITSON employees must analyze ORBITSON's long-term costs, including costs associated with defective goods and services, and also focus on long-term business relationships with suppliers.

## **7.2.3 External consultants and sales agents**

ORBITSON employees must ensure that:

- consulting and commission contracts are always concluded in writing;
- payment is made only for real actions that are payable in similar situations and are legal

## **7.3 Interaction with competitors**

### **7.3.1 General provisions**

One of the most serious violations of competition law provisions is agreements between competitors. Agreements and arrangements between competitors on pricing, terms of sale, production volume or division of markets is absolutely illegal. ORBITSON employees should not take part in agreements or arrangements of this kind.

### **7.3.2 Agreement with competitors to fix prices**

All forms of price collusion between competitors are prohibited. This prohibition also includes all agreements and arrangements that indirectly affect prices or other conditions of sale (such as discounts). ORBITSON employees should not be involved in setting maximum and minimum prices, or in sharing information about future pricing models with competitors. In some cases, it may be necessary - as part of the reseller agreement - to provide information about the future pricing model to the reselling partner, which may also be a competitor, in order to clarify internal license fees. ORBITSON employees should not share such information without first checking with the Law Department about the requirements of applicable competition laws.

### **7.3.3 Restrictions on competition**

Joint ventures, mergers and mergers between competitors of properties for free competition. In most cases, this requires official approval. Often the legitimacy of such relationships needs to be checked in several pieces of legislation as they have implications in other countries.

Therefore, ORBITSON employees must be sure that the legal department allows the validity of such plans as early as possible and in any case before they are implemented.

### **7.3.4 Contacts with competitors**

ORBITSON employees should not discuss internal matters with competitors, such as pricing and terms of sale, costs, market surveys, organizational processes and other confidential information, based on which competitors can gain a competitive advantage over the Company.

### **7.3.5 Obtaining information about competitors**

The company has a legitimate interest in obtaining information about competitors and evaluating all published information about competing organizations (for example, publications about products and prices). But under no circumstances should ORBITSON employees seek to obtain trade secrets or other confidential or secret information about competitors in order to misuse it.

ORBITSON employees must not receive, read or use information about competitors' products and plans that is considered confidential unless the competitor has given the ORBITSON employee permission to do so.

The Company benefits from the use of competitor information only when it is legally and ethically obtained. The Company strives to avoid access to information about competitors that is confidential, prohibited from access or does not have a legitimate source. Actual or perceived infringement or misappropriation of competitors' intellectual property may result in litigation, which in turn may result in financial loss and the inability to provide certain products or services to our end users. In addition, actual or perceived infringement or misappropriation may damage ORBITSON's reputation as a reliable business partner.

Accordingly, ORBITSON employees may collect and use non-confidential information about competitors (including information that can be found on competitors' websites), but only subject to the following restrictions:

- ORBITSON employees are legally prohibited from collecting confidential information about competitors;
- ORBITSON employees are legally prohibited from making false claims about competitors;
- ORBITSON employees are legally prohibited from collecting information about competitors in violation of contractual terms;
- ORBITSON employees are legally prohibited from misrepresenting their relationship with SAP in order to gather information about competitors;
- ORBITSON employees are legally prohibited from violating competitors' intellectual property rights;
- ORBITSON employees are legally prohibited from hiring third parties to carry out the above activities

## 7.4 Interaction with partners

Partners support ORBITSON in many different ORBITSON business interests. Therefore, ORBITSON employees must behave absolutely loyally towards ORBITSON and neutrally towards each of the partners. In particular, the presentation of consistent and coordinated messages serves the business interests of SAP and the partner in question.

In particular, the presentation of consistent and coordinated messages serves the business interests of SAP and the partner in question.

ORBITSON workers should avoid unilateral preferential allocation of one partner. This applies in particular to the submission of competing offers from several partners for the same client.

If the partner is also a customer, supplier or competitor of ORBITSON, ORBITSON employees must comply with the Code of Conduct for Customers, Suppliers and Competitors described above.

## 8 RESPONSIBLE FOR COMPLIANCE AND NON-RETREATMENT

The Company has appointed a Compliance Officer whose task is to review the relevance of the requirements of the Code of Conduct. It is the responsibility of the Responsible to ensure uncompromising compliance with the requirements of the Code of Conduct so that the interests and reputation of ORBITSON are not affected. The tasks of the Responsible also include explaining the provisions of the Code of Conduct and related issues. ORBITSON employees have the opportunity to report to ORBITSON if they suspect that they have violated the requirements.

Of the Code of Conduct anonymously as required by the Sarbanes Oxley Act. To do this, use the Whistleblower Reporting Tool on the Company Portal.

The investigation of each complaint received through the Whistleblower Reporting Tool is coordinated with the ORBITSON Supervisory Board.

ORBITSON employees may report their suspicions of violations of the Code of Conduct to their manager or Compliance Officer. In cases of appeal, an objective investigation will be carried out and, if necessary, measures will be taken to correct the situation. Employee reports are treated confidentially based on the best, proven algorithms, and the need for an investigation is also analyzed.

The Company expects employees to fully assist in conducting corporate investigations. Failure to cooperate in this area may be considered a violation of the Code of Conduct, subject to local laws.

Corporate investigations may be led by the Compliance Officer. Employees and managers should not investigate or take other action in this regard on their own.

Questions and concerns about ORBITSON investigation processes should be directed to the Compliance Officer.

### 8.1 Avoiding retaliation

Harassment for reporting suspicion or participating in an investigation is strictly prohibited. At the same time, false denunciations, reports based on chronic mistrust and other abuses (for example, malicious attacks on individuals using false defamatory information) are prohibited and may result in disciplinary action.

Suspensions of harassment and retaliation, as well as suspicions of malicious misrepresentation and other forms of personal attacks, should be referred to the Compliance Officer.

## 9 SANCTIONS

In the event of any violation of this Code, an internal investigation is scheduled. If necessary, there may be consequences in the form of liability under labor law, external investigation, consideration of the case in a civil court, as well as criminal prosecution.