

Code of Ethics for Business Partners

[] (hereinafter referred to as “Our Company/We/Us”) fully acknowledges and empathizes that it is of the utmost importance to secure and maintain ethics and reliability in the transactions (including transactions currently in progress and all transactions to be conducted under contracts entered into with You in the future; hereinafter referred to as “All Transactions”) and relationships with SK Materials Co., Ltd. and its subsidiaries and affiliates (hereinafter referred to as “Your Company”), and therefore, We hereby take an oath as follows in connection with the fulfillment of our duties and responsibilities to prevent unethical conduct (hereinafter referred to as the “Written Oath”).

Article 1 (Purpose)

Our Company/We are aware that the purpose of this Written Oath is to ensure that all transactions with Your Company comply with the ethical practices set forth in this Written Oath so as to facilitate a wholesome and fair trade order and to make sure that an ethical corporate culture takes root.

Article 2 (Duty to Prevent Payment of Bribery to Public Officials)

Our Company/We understand Your Company's commitment to ethical management and We will comply with all domestic and foreign anti-bribery and anti-corruption laws and regulations, including the United Nations Convention against Corruption, the Foreign Corrupt Practices Act (FCPA), the Act on Combating Bribery of Foreign Public Officials in International Business Transactions to maintain a fair trade order in all transactions.

Article 3 (Types of Violations and Sanctions for Violations)

(1) Our Company/We declare and guarantee that Our Company/We have committed no violation of associated laws and regulations, and commercial practices or in particular the following unethical conduct (hereinafter referred to as “Unethical Conduct”) in past business relationships with Your Company (excluding cases where we have been sanctioned for unethical conduct but the sanction period has expired), and Our Company/We make an oath to prevent any violations of associated laws and regulations, and commercial practices or unethical conduct during the course of future transactions (including all transactions currently in progress with Your Company and all transactions to be conducted under contracts entered into with you in the future). In addition, Our Company/We promise not to engage in any unethical conduct that adversely affects corporate ethics and reliability even in transactions with another company or a third party.

1. Providing money and valuable, entertainment, and other monetary and non-monetary benefits to the employees of Your Company and the employees of subsidiaries and affiliates within the corporate group (SK) affiliated with Your Company. Specific types of unethical conduct associated with the provision of benefits include, but are not limited to:
 - a. Providing entertainment against social norms
 - b. Providing money, securities, or other articles without reasonable grounds
 - c. Forgiving debts or repaying debts owed to a third party, and atypical real personal/real property transactions*
 - * Transactions that determine the price at an amount that is significantly different from the normal market price without reasonable grounds or equivalent atypical personal/real property transactions
 - d. Transactions involving consumer cash loans and transactions with material and personal collateral
 - e. Other promises to guarantee for the future regardless of the type (employment after retirement, job placement, transaction contract conclusion, etc.
 - f. Violating the anti-bribery regulations in Article 2, Paragraph 1 of this Written Oath

2. Unfair conduct such as bid rigging with competitors of the same industry as Our Company/Us

3. Intentionally providing false information or omitting vital information in relation to the conclusion of an agreement

4. Using Your Company's trade secrets (which are not publicly known and have independent financial value, these include production methods, sales methods, and other technical or business information useful for

business activities that have been kept secret through considerable effort) in the transactions with other business operators without Your Company's prior approval or disclosing them to a third party

5. Illegal conduct that inflicts damage upon Your Company's tangible and intangible assets, and forcing or encouraging Your Company's employees to engage in illegal conduct
 6. Committing criminal offenses against Your Company or its employees
 7. Other conduct equivalent to subparagraphs 1 through 6 that disrupts Your Company's employees from performing their duties in a fair manner
- (2) If Our Company/We are deemed to have breached Paragraph 1 of this Article, Your Company may launch an investigation into Our Company/Us, and Our Company/We agree that if any unethical conduct (including post-incident discoveries of unethical conduct related to past transactions with Your Company) occurs, Your Company will notify Your Company and all subsidiaries and affiliates within the corporate group (SK) affiliated to Your Company hereinafter referred to as "subsidiaries and affiliates that share information on unethical conduct") of the fact that the Our Company/We have committed unethical conduct and the detailed description of the applicable unethical conduct (hereinafter referred to as the "information related to unethical conduct"). Our Company/We certify that this notice and the resulting distribution of information related to unethical conduct do not constitute a breach of Your Company's duty of confidentiality, nor do they constitute an infringement upon Our Company/Our trade secrets.
- (3) Our Company/We agree that, based on the unethical conduct (including publicly known unethical conduct that occurred in connection with Our Company/Our transactions with another company or a third party), the subsidiaries and affiliates that share information on unethical conduct may impose disciplinary actions (meaning the refusal to renew a contract and the restriction on new transactions, but for Your Company as the party directly concerned in the transaction in which unethical conduct occurred, they are not necessarily limited those actions, meaning reasonable sanctions corresponding to the unethical conduct) for transactions with Our Company/Us, and certify that Our Company/We will not raise any objections, including holding Your Company and the subsidiaries and affiliates that share information on unethical conduct accountable for civil and criminal liability in this regard.
- (4) Our Company/We will reject any offer to engage in unethical conduct from the employees and stakeholders of Your Company, and immediately report the details thereof to Your Company's ethical management team (<https://ethics.sk.co.kr>) and fully accept any request for cooperation in the investigation related to the unethical conduct.

Note: SK Group runs an ethical management reporting/counseling website (<http://ethics.sk.co.kr>).

You can report or have a counseling session on the website anonymously without any need to log in or certify your identity. Also, the website is managed and investigations are conducted at the group level rather than by an individual company.

In the process of verifying the facts in the report, the identity of the whistleblower is strictly protected in accordance with internal regulations to prevent its disclosure against his/her will, and members who provide cooperation for the investigation, such as making statements and providing data, are equally protected as the whistleblower.

In addition, SK Materials Co. Ltd. and its subsidiaries and affiliates run a "reduction/exemption scheme for voluntary reporters."

Even if a partner company or an employee of a partner company has participated in unethical conduct, please note that, as long as the conduct is voluntarily reported, disciplinary actions for the unethical conduct may be reduced or exempted on account of the type of unethical conduct, the degree of participation, the timing of the voluntary report, and the accuracy of the report.

Ethical Management Team of SK

Materials Co. Ltd.

Date of consent:

Corporation:

Business Registration No.

Address :