



SUPPLIER CODE OF CONDUCT

INTRODUCTION

THIS SUPPLIER CODE OF CONDUCT (“CODE”) DEFINES THE PRINCIPLES AND STANDARDS THAT TALAN AND ITS SUBSIDIARIES (“OUR COMPANY”) EXPECT SUPPLIERS OF GOODS AND SERVICES TO UNDERSTAND AND ADHERE TO. THE CODE ALIGNS TO OUR PRINCIPLES AND STANDARDS THAT WE EXPECT OF OUR COMPANY’S EMPLOYEES AND TO WHAT OUR CUSTOMERS EXPECT OF US

We will work together with our suppliers to ensure that they can maintain adequate standards in all areas of Corporate Responsibility, in particular as regards their dealings with their employees. This will help us to ensure that our products and services comply with our Corporate Responsibility goals and our customers expectations.

The Code will help our suppliers to make the right, ethical choices. We will help our suppliers where we can to comply with the Code, but will implement appropriate actions against suppliers who do not take all reasonable actions to adhere to the Code. We require suppliers to adhere to the principles and standards of the Code and to use all reasonable endeavours to ensure that the Code is maintained and enforced within their own supply chains, including by any sub-contractors used in executing any orders received from our Company.

We are committed to ensuring that our business is conducted in all respects according to rigorous ethical, professional and legal standards



BUSINESS CONDUCT/CODE OF ETHICS

We are committed to ensuring that our business is conducted in all respects according to rigorous ethical, professional and legal standards.



CONFLICTS OF INTEREST

Suppliers should avoid situations where personal interests could conflict, or appear to conflict, with their interests or those of our Company.

Each supplier should ensure that their employees' conduct does not provide, or give the appearance of providing, them with personal gain at the expense of our Company, the supplier or other third parties with which our Company deals.

The giving and receiving of gifts, entertainment and gratuities to employees or persons associate with our Company or to a third party on behalf of our Company represents a source of potential conflict of interest. Any significant gift, entertainment or gratuity likely to be deemed as influential upon decision making is unacceptable.

BRIBERY AND CORRUPTION

The making or receiving of illegal payments or inducements, such as bribes or facilitation payments or other corrupt practice, is contrary to the policy of our Company.

A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit. Bribery can also take place where the offer or giving of a bribe is made by or through a third party.

Examples of bribes/facilitation payments are:

- gifts, meals, entertainment or travel expenses where they are disproportionate, frequent or provided in the context of ongoing business negotiations;
- uncompensated use of company services, facilities or property;
- cash payments, loans, loan guarantees or other credit;
- the provision of a benefit to a member of the family of a potential customer or a public or government official;
- providing a subcontract to a person connected to someone involved in awarding the main contract;
- engagement of a local company owned by a member of the family of a potential customer or a public or government official; and
- payments to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance).

Suppliers and their employees should comply with all applicable anti-bribery and corruption laws. Suppliers are required to have in place and periodically review their anti-corruption and bribery procedures designed to prevent employees or other persons associated with their business from committing offences of bribery or corruption.

**STOP
CORRUPTION**



DEALING IN TALAN GROUP SHARES (INSIDER DEALING)

Buying or selling securities such as stock or shares of a company on the basis of information about the company that is not publicly available is a violation of insider dealing laws, and is strictly prohibited. Likewise, providing such inside information to any other person who buys or sells securities is prohibited.

In general, inside information can be considered price sensitive if it would be considered important by a reasonable investor in determining whether to buy, hold, or sell the stock of the company to which such information relates. Insider information can be about new products, new business relationships, news of a significant sale or acquisition and important changes in management. These restrictions apply to dealings in the shares of Talan Group by suppliers and their employees and their associated persons.

PROTECTION OF CONFIDENTIAL INFORMATION

At times, suppliers of our Company may be given access to information that may be confidential. No supplier should without proper authority access, modify, disclose or make use of any trade secrets, confidential commercial or personal information for any purpose other than as properly required for legitimately carrying out their duties. The obligation of confidentiality continues after the business relationship with suppliers has been terminated and covers disclosure to others. Suppliers are expected to comply with any non-disclosure agreements regarding our Company's confidential information.

PROTECTION AND PROPER USE OF ASSETS OF OUR COMPANY

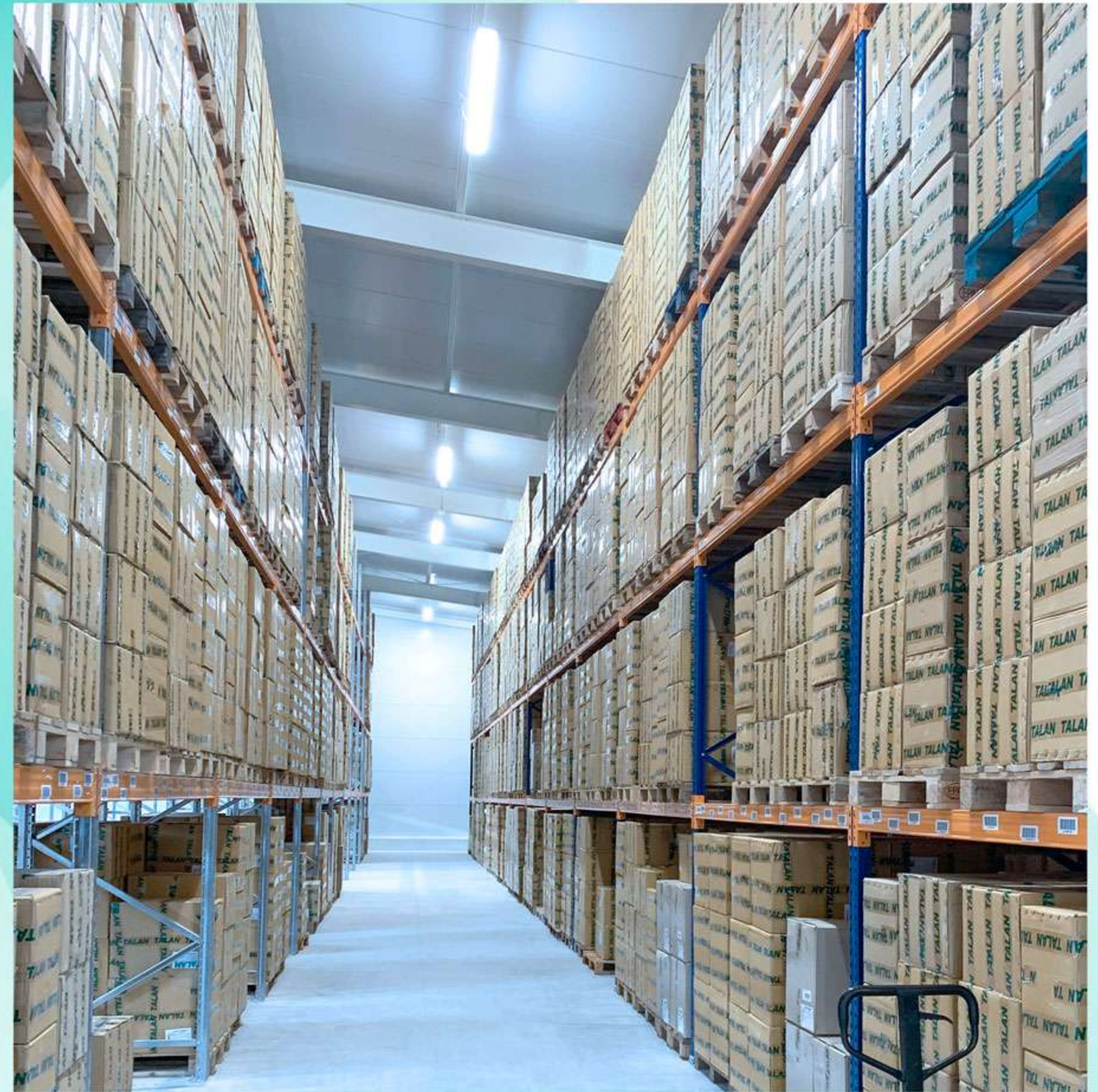
At times, suppliers of our Company may be given access to our Company's assets in which case they are responsible for the protection and wise stewardship of such assets. All suppliers and their employees are prohibited from taking for themselves business opportunities that arise through the use of assets of our Company.

SANCTIONS

Suppliers should ensure they conduct their business in compliance with all international trade laws and sanctions. Suppliers should not directly or indirectly provide our Company materials or services from a country, person or entity that would be in breach of any trade sanction, trade embargo, export control or other trade restriction.

TAX LAWS

We take our tax responsibilities seriously and expect our suppliers to do the same. When acting for or on behalf of our Company, suppliers should not knowingly be involved in the fraudulent evasion of any tax.



LABOUR PRACTICES AND HUMAN RIGHTS

We expect the living and working conditions of our suppliers' employees to meet or exceed local legislative requirements as well as applicable international requirements, such as those set by the International Labour Organisation (ILO) and the Ethical Trading Initiative (ETI).



OUR COMPANY'S AIM IS TO REDUCE OUR IMPACT ON THE ENVIRONMENT, INCLUDING FACTORS CONTRIBUTING TO CLIMATE CHANGE

ENVIRONMENT

Our Company's aim is to reduce our impact on the environment, including factors contributing to climate change, through a commitment to continual improvement, complying with environmental legislation and regulations in the jurisdictions where our Company operates. We promote reduction of waste through elimination of packaging and encourage reuse and recycling throughout our operations. We seek to conserve resources and minimise waste where possible and make efficient use of water, energy, and raw materials and avoid deforestation. We expect our suppliers to adhere to similar standards of environmental excellence.



QUALITY OF GOODS AND SERVICES

Any goods and services supplied to our Company are expected to comply with applicable legislative and regulatory requirements. For goods, compliance applies not just to the country of origin (where the product was sourced or produced), but also to the countries of destination and all applicable international trade laws and sanctions. It covers all the characteristics of the goods, including packaging, as well as export and import controls. If concerns about product safety, quality control or compliance exist, suppliers have a responsibility to alert our Company promptly.

Any services supplied to our Company should be provided by appropriately qualified and trained personnel, with due care and diligence, to such a high standard of quality as is reasonable for us to expect in all circumstances and should conform in all respects with any order.

Any goods supplied should meet in all respects the requirements of any order and specification provided by our Company and/or samples supplied or advised by the supplier and its representatives.

Suppliers should refrain from subcontracting any order received from our Company without our Company's prior written consent.

DISCLOSURE/VOICING CONCERNS

Suppliers should report to our Company any actual or suspected violation of the Code or breach of any applicable law that involves or impacts our Company. This also includes actual or suspected misconduct of employees of our Company. Reports can be made to the local subsidiary of our Company with which the supplier has a business relationship. If for any reason this would not be feasible, suppliers may confidentially report to the head office of our Company at info@talan-s.com.

AUDIT AND TERMINATION OF AGREEMENTS

Our Company reserves the rights to verify a supplier's compliance with the Code through audits and reviews. As a supplier to our Company, you agree to give us reasonable access during normal business hours to such books and records and to provide us with such information as we may reasonably require in order to establish whether you have complied with the Code to our satisfaction. Suppliers who fail to meet all the requirements after an initial assessment/audit will be given the opportunity to comply fully within a period which is deemed appropriate for the circumstances.

Our Company reserves the right to take appropriate actions in case:

- it is found that unacceptable practices are being employed at any sites used for producing or sourcing our products. Such practices include the principles referred to in the Labour practices and human rights section in the Code, or
- if our Company has reason to believe that the supplier is not making sufficient or committed progress in implementing corrective actions.

Appropriate actions may include suspension of orders, reduction of orders, cancellation of outstanding orders and termination of business relationship.

