



FENIX
MARINE SERVICES

THIRD PARTY CODE OF CONDUCT

1 GENERAL PRINCIPLES

PURPOSE AND SCOPE OF APPLICATION

Fenix Marine Services (FMS) is a leader in marine terminal operations largely thanks to its family and human values, along with its ongoing ability to innovate. FMS is committed to offering a better world for future generations by developing its activities in a responsible and sustainable manner.

While recognizing that our suppliers, subcontractors, consultants, casual workers, agents, and other business partners (Partners) operate in different legal and cultural environments around the world, the FMS Third-Party Code of Conduct defines the minimum social, environmental and ethical performance requirements they must meet.

Our sustainable development commitments are available on the FMS website (<https://fenixmarineservices.com/corporate-social-responsibility/>).

In particular, FMS promotes the United Nations' 2030 Sustainable Development Goals and expects its Partners to respect their principles, and also to promote them. FMS also encourages its Partners to join the United Nations Global Compact.

FMS considers the fight against climate change to be a priority and expects its Partners to commit to the decarbonization of their activities and thus contribute to the Net Zero Carbon objective that its shareholders have set for 2050.

In terms of integrity, FMS undertakes to carry out its activity in accordance with the most stringent standards and in strict compliance with applicable laws and regulations. FMS expects its Partners to comply with these rules and to apply these requirements to their relations with their own suppliers and subcontractors.

Through this Third-Party Code of Conduct, FMS aims to inform its Partners of the conditions of their partnership and to ensure that it does business with Partners who meet the same standards of integrity and sustainable development requirements. By signing this Third-Party Code of Conduct, the Partner agrees that the provisions of the Third-Party Code of Conduct shall apply to all contracts and business relationships between the Partner and FMS.

The Partner shall also ensure that it does not use subcontractors engaged in practices prohibited by the Third-Party Code of Conduct.

The Partner shall comply with applicable local and international laws and regulations and shall comply with the requirements of this Third-Party Code of Conduct. To the extent any applicable law or regulation is more restrictive than this Third-Party Code of Conduct, such law or regulation shall govern.

FMS expects the Partner to implement policies, procedures and training deemed necessary by the Partner to comply with this Third-Party Code of Conduct. The Partner signs this Third-Party Code of Conduct or undertakes to comply with an internal code of conduct respecting equivalent standards to it. In the event of a contradiction between provisions of this Third-Party Code of Conduct and the Partner's code, the general principles included in this Third-Party Code of Conduct shall prevail as the minimum requirements.

ROLES AND RESPONSIBILITIES

The Third-Party Code of Conduct is under the Ethics and Compliance's responsibility, which is responsible for drafting and coordinating its distribution.

This Third-Party Code of Conduct is reviewed every three years, if necessary, by the Ethics & Compliance Department, according to changes in the applicable legislative and regulatory standards, any changes in the activities of FMS and its affiliated entities and the updated risk maps.

The Procurement Department and the Legal Department ensure that all FMS Partners sign this Third-Party Code of Conduct or undertake to comply with an internal code of conduct that meets equivalent standards to this Third-Party Code of Conduct.

2 HUMAN RIGHTS

The Partner commits to respect all internationally recognized human rights standards, including but not limited to the principles of the Universal Declaration of Human Rights.

The Partner must comply with all applicable civil rights and human rights regulations wherever the Partner operates in particular in terms of respect for the rights of minorities and indigenous people and including in the possible case of recourse to public or private security forces.

3 LABOR STANDARDS

PRISON AND FORCED LABOUR

The Partner shall not, under any circumstances, use or benefit from forced labor in accordance with International Labor Organization (ILO) Conventions No. 29 on Forced Labor and No. 105 on the Abolition of Forced Labor.

The Partner shall not, under any circumstances, support or engage in human trafficking or modern-day slavery, such as forced, bonded or involuntary labor.

The use of bonded labor in all its forms is strictly prohibited, as is the use of corporal punishment, confinement, confiscation of identity papers, debt bondage, threats of violence or any other form of harassment or abuse as a method of discipline or control.

The Partner shall not use factories or production facilities that force unpaid or forced workers to perform work.

CHILD LABOUR

The Partner must not employ, in any manner whatsoever, persons under the minimum age requirement for work, in accordance with national legislation and/or ILO's conventions n°138 and n°182.

WORKING HOURS

The Partner must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

NON-DISCRIMINATION

The Partner shall not engage in discriminatory practices based on criteria such as nationality or social origin, ethnicity, gender, sexual orientation, age, disability or on religious beliefs, political or other opinions.

Beyond regulatory obligations, FMS encourages its Partner to implement measures that promote diversity and inclusion within its operations and supply chain.

4 QUALITY, HEALTH, SAFETY AND ENVIRONMENT

The Partner shall guarantee safe and healthy working conditions for its employees and implement preventive measures to prevent any occupational accident or illness.

Furthermore, the Partner is obliged to train its employees and to ensure that they are familiar with the applicable health and safety regulations.

The Partner shall comply with all applicable laws relating to working conditions, including, but not limited to, laws relating to the safety and health of workers, hygiene, fire safety and risk prevention.

The Partner shall also comply, at a minimum, with all environmental regulations related to its activity.

FMS expects the Partner to define and implement a policy for the decarbonization of its activities, in particular those falling within the scope of its relations with FMS.

Unless the below-referenced measures are inapplicable due to the Partner's size and/or activity, as agreed in writing with FMS, the Partner must:

1. IMPLEMENT

- A health and safety management system, for example as defined by ISO 45001;
- An Environmental management system, for example as defined by ISO 14001;
- A Quality management system, for example the one defined by ISO 9001.

These systems, according to the following areas, shall:

HEALTH AND SAFETY

- Demonstrate a commitment to propose safe and healthy working conditions.
- Include a prevention approach involving the assessment of occupational risks and the implementation of measures to eliminate or limit the exposure of personnel to these risks (adaptation of work to people, collective and individual means of protection, etc.).
- Promote, enhance, inform and train all those involved in risk prevention.
- Include emergency procedures aimed at preventing fatalities and injuries, reducing any damage that may be caused, protecting the environment, protecting the community and speeding up the resumption of normal activities.

ENVIRONMENT

- Assess the environmental risks of its activity;
- Establish programs to assess and reduce its environmental impact on the climate (energy efficiency and greenhouse gas emissions), natural environments, resource consumption and/or air quality and soils;
- Provide for the storage of hazardous and combustible materials in secure areas.

QUALITY

- Include procedures for managing customer complaints and other non-conformities;
- Include measures to monitor the compliance and performance of its subcontractors.

2. MAINTAIN EVIDENCE OF THE IMPLEMENTATION OF THESE MANAGEMENT SYSTEMS

3. IMPLEMENT HEALTH, SAFETY, ENVIRONMENTAL AND QUALITY BEST PRACTICES

to ensure compliance with all applicable laws and regulations in the country where the products or services are manufactured or delivered, including but not limited to maintaining a Single Business Risk Assessment Document or its equivalent, along with registrations and permits.

5 BUSINESS INTEGRITY

FIGHT AGAINST CORRUPTION

All forms of corruption are strictly forbidden. Whether dealing with public or private entities, the Partner shall never offer, promise, give, solicit or receive, directly or indirectly, advantages of any kind whatsoever or payments of money for the purpose of obtaining or retaining business or any other undue profit or advantage. This prohibition includes facilitation payments or the granting or receiving of preferential treatment that could be perceived as a bribe.

Public officials are generally not permitted to accept or offer gifts or hospitality. By offering gifts or hospitality, the Partner may commit a criminal offence even if there is no intention to obtain any benefit for itself or FMS. The utmost vigilance is required in this respect.

PREVENTION OF CONFLICTS OF INTEREST

A Conflict of Interest is a situation in which there is a risk that a person may use his or her position to exploit a professional situation in his or her personal interest or that of a third party.

Conflicts of interest include the improper use of information for personal gain, to compete with FMS or conversely to obtain a contract or business from FMS.

The Partner is required to report to FMS any situation of which it becomes aware that could be considered a conflict of interest in its business relationship with FMS, in particular where a FMS employee may have any interest in the Partner's business.

The Partner shall avoid, eliminate or mitigate any real or apparent conflict of interest.

In addition, FMS employees shall not accept gifts and hospitality from third parties that could influence or be perceived as influencing decision making. Therefore, the Partner undertakes not to offer gifts or hospitality to FMS employees who do not comply with this rule.

COMBATING MONEY LAUNDERING AND TERRORISM

The Partner shall comply with applicable anti-money laundering and anti-terrorism regulations. The Partner undertakes to adopt appropriate procedures to prevent any money laundering and financing of illegal activities, in particular terrorist activities, by its business. The Partner shall take the necessary measures to work with trusted customers and suppliers, and only engage in transactions from legitimate sources.

COMPLIANCE WITH COMPETITION LAW

The Partner must comply with all applicable laws and regulations regarding free competition in the countries where it operates. These laws or regulations prohibit, among other things, agreements between competitors or between suppliers, distributors and customers, in particular agreements relating to price fixing, market sharing and output limitation, discriminatory practices, practices that rely on the Partner's market power to impose unfair trade terms or any other conduct that may reduce, impede or eliminate competition.

COMPLIANCE WITH ECONOMIC SANCTIONS AND EMBARGOES

The Partner shall comply with applicable laws and regulations regarding economic sanctions and embargoes issued by any relevant government entity, including but not limited to the United States, the European Union, the United Nations and the United Kingdom.

The Partner hereby certifies that it is not on any list of entities subject to sanctions and is required to immediately notify FMS if it is added to a sanctions list.

SOCIAL NETWORKS

The Partner shall refrain from any disrespectful, unprofessional, harassing, hateful, abusive, defamatory, discriminatory or prohibited activity on social networks.

The Partner undertakes, in its speeches, comments, posts and publications of content, to respect the legal framework and in particular rights relating to personality (rights to control commercial use of a name, image, likeness or other aspects of an identity, rights of privacy and reputational rights) and the intellectual property rights (image rights, copyright, trademark, patent rights, trade secrets) of third parties.

In addition, the Partner shall not act or speak on behalf of FMS, shall not present itself as FMS, and shall not express any opinion attributable to FMS, unless expressly authorized by FMS to do so.

6 CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

All discussions and written information received from FMS are to be treated confidentially by the Partner, its employees and any third party appointed to act on their behalf.

THE PARTNER MUST:

- Comply with all applicable laws and regulations on the processing of personal data and sensitive personal data when obtaining and processing personal data;
- Ensure respect of data privacy of both employees and customers;
- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk; and
- Report identified privacy or security breaches or vulnerabilities involving FMS's data to FMS.

7 PROTECTION OF ASSETS AND RESOURCES

The Partner is responsible for the protection of the goods and resources made available to it by FMS in the performance of its services against damage, alteration, fraud, theft and loss.

8 AUDIT RIGHTS

FMS expects its Third Parties to comply strictly with the obligations of the Third-Party Code of Conduct and reserves the right to verify the compliance of its Third-Parties' activities with the provisions of the Third-Party Code of Conduct.

FMS encourages its Third Parties to put in place binding guidelines to ensure the compliance of their activities and the activities of their own subcontractors with the Third-Party Code of Conduct and to inform FMS of any risk of serious harm that may impact FMS.

Any failure to comply with the obligations stipulated in the Third-Party Code of Conduct shall be considered as a serious breach by the Partner.

In this respect, FMS reserves the right to terminate any contract signed with a Partner in case of breach of any clause of the Third-Party Code of Conduct and to request any action, reimbursement and compensation for its damages, costs, claims due to non-compliance with the provisions of the Third-Party Code of Conduct by the Partner causing damage to FMS.

9 WHISTLEBLOWER PROTECTION AND FMS ETHICS & COMPLIANCE HELPLINE

FMS encourages the Partner to report any observed or alleged violation of applicable law or the Third-Party Code of Conduct, including from an FMS member, in the performance of its business relationship with FMS.

FMS has a speak up system (the "Ethics & Compliance Helpline"), available for everyone 24/7 that can be accessed on the following website: <https://www.lighthouse-services.com/fenixmarineservices>.

This system is deployed in accordance with local privacy and labor laws.

All information provided remains confidential in accordance with applicable laws and FMS policy and allegations are investigated where appropriate.

FMS maintains a policy of non-retaliation against any person who, in good faith, reports a potential violation of applicable law or the Third-Party Code of Conduct.

Any person responsible for improper conduct or retaliation will be subject to disciplinary action in accordance with applicable laws and regulations, including possible termination of employment. The Partner shall maintain an equivalent non-retaliation policy for bona fide whistleblowers and ensure their protection.

10 CONTACT

If you have any questions about the Third-Party Code of Conduct or about FMS's expectations of its Third Parties, please contact FMS management.

Company Name

Name

Title

This document must be signed by a legal representative of the Partner

Date and place

