**MODEL CODE OF BUSINESS ETHICS FOR THE SUPPLIER/CUSTOMER/CONTRACTOR**

**1. Introduction**

The Code of Business Ethics (hereinafter referred to as the Code) of Revo Charge Rus LLC (hereinafter referred to as the Company) contains requirements for the corporate responsibility of suppliers, contractors and other organizations which the Company enters into business relations with. The Code applies to all Supplier companies/Customers/Contractors (hereinafter referred to as Suppliers).

 The Company strives to work with Suppliers of impeccable reputation and comply with the law, as well as generally accepted norms of corporate and business ethics, respect human rights, and take care of the Employees' health and safety.

The Company maintains open and transparent business relations with all its Suppliers and strives to develop them on a mutually beneficial basis. In turn, the Company expects Suppliers to adhere to high ethical standards and to refrain from any activity that may be considered as violating of these standards.

Acceptance and compliance with this Code is an integral part of the contract concluded by the Supplier with the Company. The Supplier is also responsible for ensuring that its subcontractors comply with this Code. The Supplier is obliged to inform the Company of the existence of conditions prevailing in its own activities or the activities of subcontractors that are contrary to the Code.

The Company reserves the right to monitor compliance with this Code both independently and with the involvement of third parties in the audit.

If the Company becomes aware of any actions or circumstances that do not comply with the provisions of the Code, the Company reserves the right to demand the application of corrective measures up to the termination of contracts.

**2. Terms**

The following terms are used in this Code:

* **Anti-corruption legislation** is the Federal Law No. 273-FZ of December 25, 2008 "On Combating Corruption", the Criminal Code of the Russian Federation, the Civil Code of the Russian Federation, the Code of Administrative Offences of the Russian Federation, as well as other Federal laws and subordinate regulatory legal acts of the Russian Federation containing norms aimed at combating corruption with subsequent amendments and (or) additions to them.
* **Procurement** is a set of actions of the Company aimed at concluding a contract for the supply of goods, performance of works, provision of services to meet the needs of the Company.
* **Insider information** is accurate and specific information that has not been distributed or provided (including information that constitutes a commercial, official and other legally protected secret), and the distribution or provision of which relates to information included in the relevant list of insider information of the Company.
* **Confidential information** is information that has actual or potential commercial value due to to the fact that it is unknown to third parties, lack of access to it on a legal basis, and due to the fact that the owner of this information takes measures to protect its confidentiality.
* **Conflict of interest** is a situation in which personal interest (direct or indirect) of one or more Employees and (or) Related persons affects or may affect the proper, objective and impartial performance of their official duties (exercise of authority), including when establishing business relations with a Supplier.
* **Corruption** is an abuse of official position, giving a bribe, receiving a bribe, abuse of authority, commercial bribery or other illegal use by an individual of his official position contrary to the legitimate interests of society and the state in order to obtain benefits in the form of money, values, other property or services of a property nature, other property rights for himself/herself or for third parties, or illegal provision of such benefits to the specified person by other individuals, as well as the commission of these acts on behalf of and in the interests of a legal entity.
* **Money laundering** is an act of giving a lawful form to the possession, use or disposal of money or other property obtained as a result of committing of a crime.
* **Employees** the term used in relation to employees who are employed both full-time and part-time, as well as persons who perform work (provide services) on the basis of civil law contracts-during the entire term of the contract.
* **Related persons** are persons who are close relatives of an Employee or related to an Employee (parents, spouses, children, siblings, as well as brothers-in-law, sisters-in-law, spouse’s parents, stepchildren, daughters and sons-in-law), citizens or organizations with which the Employee and (or) persons who are closely related to him/her are connected by property, corporate or other close relations.

**3. Compliance with the requirements of the legislation and other rules in the implementation of business activities**

By "compliance" we mean not only compliance with the requirements of laws and other regulatory legal acts, but also doing business from the standpoint of conscious fulfillment of their moral obligations. Compliance with both the letter and the spirit of the law is the foundation on which the ethical standards of the Company are built. The Company expects its Suppliers to respect and comply with applicable laws and other regulations when conducting business.

This Code defines the minimum requirements. If the provisions of laws and other regulations, instructions or regulations, whether local, national or international, establish more stringent rules on corporate responsibility than the provisions of this Code, they take precedence over the latter.

 **4. Ethical business conduct**

Honest relationships with Suppliers are important for maintaining sound business relationships. The Company is firmly committed to the principles of fair competition and open markets and strives to ensure equal opportunities for all potential Suppliers. The Company selects Suppliers mainly on a competitive basis. The main principle in the selection of Suppliers is to ensure fair competition. The Company's decisions on choosing a Supplier are based on such objective criteria as commercial conditions, the quality of goods and services, the Supplier's qualifications, the compliance of goods, works and services with the Company's requirements, as well as the reliability and integrity of the Supplier.

The Supplier, in turn, undertakes to comply with the rules of participation in the procurement of goods, works, and services and to adhere to ethical standards during the procurement process. Suppliers participating in the Company's purchases are prohibited from exchanging information about prices and other conditions that may affect the selection of the winner, performing actions that restrict competition, including collusion and price agreements, industrial espionage, extortion and coercion.

The Supplier undertakes to provide the Company and publish in publicly available sources only reliable and verified information. Information about economic activity, structure, financial position and production indicators must be disclosed in accordance with applicable regulations and recognized industry practices. Falsification of indicators or misrepresentation of information about the position and activities of the Supplier is unacceptable.

The Supplier undertakes to supply the Company with goods, perform works, provide services strictly in accordance with the terms of the contract, protect and responsibly use the Company's assets provided under the contract.

The Supplier undertakes to keep proper records of transactions under contracts with the Company. Records on the accounting of business transactions must be kept in accordance with the requirements of the legislation. The Supplier is not allowed to conceal funds under contracts concluded with the Company.

The Supplier should take special care and pay attention to the costs of business hospitality, organization of representative events addressed to Employees and representatives of the Company. Such expenses should not exceed reasonable limits and should fit into the normal course of business of the organization. It is necessary to exclude any possibility of considering such expenses as bribery or illegal inducement to any activity or as violation of the current legislation.

Under no circumstances should the proposed business tokens be considered as knowingly influencing the opinion of their recipient for the purpose of improperly obtaining preferential terms or benefits.

 **5. Anti-corruption activity and improper payments**

The Supplier undertakes to implement a "zero tolerance" policy of Corruption, prohibiting any form of bribery, extortion and embezzlement of property (including the promise, offer, giving or receiving of any bribes, commercial bribery).

The Supplier undertakes not to carry out actions qualified by the applicable Anti-corruption legislation, such as giving / receiving a bribe (mediation in bribery), commercial bribery (provocation of a bribe or commercial bribery), abuse of authority, as well as actions that violate the requirements of applicable legislation and international acts on countering the legalization (laundering) of proceeds from crime.

The Supplier refuses to provide material incentives to Employees in any way, including by providing monetary amounts, gifts, gratuitous performance of works (services) to them and other methods not mentioned here that place the Employee in a certain dependence and are aimed at ensuring that this Employee performs actions in favor of the stimulating party.

The actions of the Employee carried out in favor of the stimulating party are understood as:

* providing unjustified advantages over other suppliers;
* providing any guarantees;
* speeding up existing procedures;
* other actions performed by the Employee within the framework of their official duties, but going against the principles of transparency and openness of relations with Suppliers.

The Supplier undertakes to avoid Conflicts of interest and to inform the Company if any Employee is an interested party in relation to the Supplier or has any economic, property, corporate or other close ties with the Supplier.

**6. Confidential and Insider Information**

The Supplier undertakes to respect the Company's intellectual property, its trade secrets and any other Confidential, Insider or classified information. Any information or data about the Company's operations must, under all conditions, be treated as confidential by the Supplier, unless such information has become publicly available without the participation of the Supplier. The Supplier undertakes to protect the confidentiality of the information by refusing to transmit, publish, use or disclose it outside of its normal activities or without the Company's direction or permission. The Supplier undertakes to comply with the applicable data protection standards. Materials containing Confidential and Insider Information or requiring protection in accordance with data protection standards should be stored in a secure place, without the possibility of access by third parties, and provided to the Supplier's employees only on the basis of the principle of official necessity.

The obligation to preserve Confidential, Insider or any other classified information of the Company is valid for the duration of the contract concluded with the Supplier and for 3 (three) years after its termination (unless a longer period is provided for by applicable law or a contract/agreement between the Supplier and the Company).

**7. Environmental protection and labor protection**

The Company strives to work with Suppliers who share the Company's commitment to environmental protection. The Supplier must strictly comply with the legislation in the field of ecology and environmental protection, strive to improve the environmental component of its production, by controlling and monitoring the main environmental parameters of environmental pollution.

The Company expects the Supplier to comply with the health and safety standards adopted by the Company, and to create a healthy working environment and safe working conditions for all its Employees.

The Supplier who provides services at the facility or on the territory of the Company undertakes to comply with the safety standards established in the Company.

**8. Reporting violations**

The Supplier undertakes to report all cases of alleged or actual violation of the Code. The Supplier undertakes to provide assistance to the Company in good faith in the event of a real or possible violation of the requirements of this Code, including the obligation to provide an opportunity to conduct a survey of its owners, officials, employees and agents.

The Supplier may report its suspicion of non-compliance with the provisions of the Code or other concerns related to finance, accounting, auditing, corruption or fraud in the Company, or other serious situations affecting the essential interests of the Company. There are several channels designed to receive appeals on issues of corruption and fraud, violations of the provisions of the Code and other violations of the law related to the scope of the Company's activities:

* telephone "Helpline" of USM TELECOM LLLC and its subsidiaries,

**+ 7 (495) 981-55-55,** which can be accessed by both Employees and third parties;

* special e-mail address of Revo Charge Rus LLC **security@revo-udc.com**.

The Company guarantees confidentiality with respect to the person who has notified about the fact of corruption, in accordance with the requirements of the legislation.