

BUSINESS PARTNER CODE OF CONDUCT

- For all Business Partners of P&O Ferrymasters.

P&O Ferrymasters recognises the importance of good corporate citizenship and maintaining high standards of social, ethical and environmental conduct.

We are also committed to ensuring that our business partners, suppliers and contractors throughout our supply chain have or adopt a similar approach. We expect all of our business partners to both endorse and adhere to this Code of Conduct.

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1. ADHERENCE TO THE CODE OF CONDUCT

This Code of Conduct applies to all customers, vendors, suppliers, agents, subcontractors or other intermediates or third parties (referred to individually or collectively as the “Business Partner”), whether a natural or legal person, wherever in the world, and whether or not its relationship has been formalized with the company.

“**The Company**” - means P&O Ferrymasters Limited and/or Unifeeder Shortsea – a business unit of Unifeeder A/S in the form of an agreement based joint venture between P&O Ferrymasters Limited and Unifeeder A/S and/or any other company or entity within the P&O Ferrymasters Holdings Limited Group, including any direct or indirect affiliate, subsidiary, joint venture and any agreement based joint ventures of any such company or entity.

The Code of Conduct defines the overall requirements concerning the responsibility of the Business Partner towards the company, but also towards the outside world and the environment. As a result of this adherence, the Business Partner also undertakes to impose requirements equivalent to those of this Code on its own suppliers, sub-contractors and service providers and to ensure that they are fully complied with.

2. FUNDAMENTAL RULES

The Business Partner herewith undertakes to comply with the following fundamental rules:

Legal Compliance with Conventions, International Treaties and Regulations

The Business Partner must always comply with all applicable legal and regulatory provisions and all contractual provisions as agreed between the Business Partner and the company. The Business Partner acknowledges that it complies with the legal requirements and national standards and laws of the countries in which it operates and all applicable law and regulations, including but not limited to:

- Laws in relation to anti-bribery and the UK Anti-Bribery Act 2010.
- Laws and regulations in relation to economic sanctions and export controls.
- Laws and regulations in relation to anti-money laundering and countering the financing of terrorism.
- Modern Slavery Act 2015 as amended (“Anti-Force Labour Laws”)
- Convention on the Rights of the Child of November 20, 1989.
- The 10 principles of the United Nations Global Compact (UNGC)

Environment, Employees and External Community

The Business Partner undertakes

- to ensure the health and safety of its stakeholders, in particular its employees, and the environment
- to contribute to creating safe and secure transport solutions that reduce the environmental impact.
- to comply with the environmental conventions in force at any time the environmental laws and standards applicable in the countries in which it operates
- to assess the environmental impacts associated with its activity, including energy consumption, greenhouse gas emissions, waste management, and water resource management.
- to acknowledge a social and environmental responsibility.
- to behave in a way that is worthy of a Business Partner of the company.

Prohibition of Forced or Compulsory Labour

The use of forced labour, slavery, or people trafficking by the Business Partner, whether through the use of violence or intimidation, or by more subtle means such as debt manipulation, retention of identity documents or threat of reporting to the immigration authorities is strictly prohibited.

Prohibition of Child Labour

Child labour, depriving children of their childhood, potential and dignity or affecting their physical or mental development is strictly prohibited.

The Business Partner shall take all necessary preventive measures to ensure that no employee is below legal age.

Business Partner shall not use child labour younger than the age of 15, even when national law or regulations may permit the employment or work of persons less than 15, recognising that the employment of young children may prevent minors from benefitting from school or training, and be harmful to their health or development.

The Business Partner shall comply with all forced labour laws including but not limited to the Anti-Force Labour Laws and ensure that neither human trafficking, slavery nor forced labour is taking place either in its business or in any of its supply chains which would violate any Anti-Force Labour laws

Children and adolescents under the age of 18 must not be employed at night or under conditions dangerous to their health, safety or morality.

Salaries, Working Hours and Overtime

The Business Partner shall provide remuneration in accordance with local law, on a regular basis and in compliance with all regulations relating to the welfare benefits resulting from the law or an individual or collective agreement

Overtime must be voluntary and must always be paid at (or above) the statutory rate.

The Business Partner shall not permit working hours that exceed the applicable legal limit.

Health, Safety and Hygiene

The Business Partner must provide its workers with a working environment that ensures health and safety, whether this is physical, mental or social well-being.

The Business Partner shall do everything necessary to identify and prevent within its organization the risks, including potential risks, of harm to the health and safety of its employees.

The Business Partner shall implement the organizational and material measures necessary (procedures and controls) for the health and safety of its personnel. It shall train its employees in safety. Where applicable, the Business Partner shall provide appropriate personal protective equipment. It shall regularly ensure the effectiveness of the measures implemented.

Prohibition of Discrimination

The Business Partner undertakes

- to respect human rights and cultural, religious and political customs and differences
- not to discriminate, directly or indirectly, in work relations and conditions based on age, race, marital status, disability, nationality, sexual orientation, ethnic or social origin, religion, political opinion, and gender.

This commitment to combating discrimination applies not only on hiring but also continues throughout the entire career.

Prohibition of Harassment

The Business Partner undertakes to protect employees from any form of harassment, intimidation or victimization, whether physical, psychological or sexual.

Competition Law

The Business Partner undertakes to comply with competition law regulations and prohibits any practice resulting in an obstacle to free competition.

Confidentiality, Data and Intellectual Property

The Business Partner undertakes to respect the confidentiality, integrity and security of confidential information received from employees of the company and/or stakeholders, and not to divert it from its initial use by appropriating it or making it available to a third party.

The Business Partner shall comply with the laws and regulations applicable to it in relation to personal data protection.

The Business Partner shall comply with laws and regulations relating to the prevention of insider trading and shall abstain from selling or buying, directly or indirectly, on the basis of inside information.

The Business Partner shall respect the intellectual property rights of the company.

Integrity and combating corruption and Other Breaches of Probity

The Business Partner undertakes to support honest and ethical behaviour within its organization and to maintain in place appropriate measures (measures taken according to the identified risks, its organization, and its size, such as policies, procedures and training), in particular to prohibit, prevent and detect embezzlement, corruption or influence peddling, conflicts of interest, inappropriate gifts and fraud.

The Business Partner shall never, directly or indirectly, propose, assign, grant, solicit, approve or receive an undue advantage against a favourable decision.

With respect to gifts or invitations, the Business Partner shall inform itself of P&O Ferrymasters' applicable gift policy. In any event, it shall abstain from offering gifts or invitations to P&O Ferrymasters employees in order to

influence a decision, or unduly obtaining any advantage whatsoever, and from inappropriately favouring or rewarding a company or an individual.

The Business Partner shall comply with the applicable conflict of interest laws and regulations and shall endeavour to prevent situations that may give rise to conflicts of interest, even potential conflicts of interest, in connection with its relationship with P&O Ferrymasters.

3. RISK IDENTIFICATION AND PREVENTION

The Business Partner shall take the necessary steps to identify actual and potential risks of corruption, human rights violations, fundamental rights violations, personal health and safety violations, as well as environmental damage, within its sites.

Depending on the risks it has identified and according to its organization, and in particular its size, it shall:

- take appropriate measures, such as the adoption of policies, internal procedures and training, to mitigate or prevent the risks or offenses referred to above, including, where appropriate, vis-à-vis third parties with whom it relates; and
- organize relevant control points.

The company will enforce compliance with this Code of Conduct and will not tolerate any violations that may result in criminal or civil exposure for the company. The Company and its Business Partners all have a responsibility to help detect, prevent and report instances of bribery and money laundering. If a Business Partner or an employee of such has a concern regarding an instance of bribery and corruption, and any severe violations of the Group's Code of Conduct, they should inform the company at compliance@pofm.com or use our external and 100 % anonymous whistleblowing hotline at dpworld.ethicspoint.com.

4. COMMITMENT OF BUSINESS PARTNER

No deviation from this Code will be tolerated by the company.

The Business Partner shall therefore ensure, throughout the relationship with the company that its conduct is consistent with this Code.

In the event of breach of this Code by the Business Partner or by one of its own suppliers or sub-contractors, the Business Partner shall incur contractual liability. Where applicable, it shall be subject to the immediate termination

of relations, on the grounds of its exclusive fault, without notice, or compensation, without prejudice to any rights or remedies that the company reserves the right to assert or exercise.