

BP Ethical Practices Agreement

[] (hereinafter, the “[Company/Undersigned]”) is fully aware and mindful that it takes utmost precedence to uphold and maintain ethics and integrity in business transactions with Your Company, and hereby agrees to be bound by the following obligations and responsibilities to prevent unethical conducts:

1. The [Company/Undersigned] (i) represents and warrants that applicable laws and regulations or generally accepted commercial practices have not been violated or, in particular, none of the following unethical conducts (hereinafter, the “unethical conducts”) has been perpetrated in past business transactions conducted with Your Company (except for cases in which a disciplinary measure or a restriction was imposed on the account of unethical conducts and the term of such disciplinary measure or restriction expired), and (ii) agrees that no violation of applicable laws and regulations or generally accepted commercial practices or unethical conducts will be perpetrated in future transactions (including all transactions currently in progress or to be conducted in accordance with a contract to be concluded with Your Company in the future). Furthermore, the [Company/Undersigned] (iii) is committed to abstaining from any unethical conducts that may have adverse impact on corporate ethics and integrity in relation to business transactions conducted with other companies and third parties:

A. Offering money, entertainment, hospitality and other monetary/non-monetary gains to executives/employees of Your Company or an affiliate within the business conglomerate of Your Company (SK) (hereinafter, the “Affiliates”). Specific types of unethical conducts related to the offering of such gains include, but not limited to:

- ① Offering entertainment or hospitality not conforming to socially accepted norms
- ② Giving money or providing securities(including financial instruments) or other goods without justifiable reason
- ③ Writing off debts or repaying debts owed to a 3rd party or conducting non-typical movable/real property transactions* without justifiable reason
- ④ Loan for consumption or transactions providing security or guarantee without justifiable reason
- ⑤ Other promise of future assurance (including employment after retirement, job arrangement, conclusion of business transaction agreement, etc.), regardless of whether expressed or implied orally, in written, electronically, or otherwise

B. Unfair business practice by the [Company/Undersigned] such as collusion with a competitor engaging in the same or similar industry in a tender process

C. Falsifying or omitting material information on purpose in connection with or upon the conclusion of a contract

D. Other practices constituting criminal offences against Your Company or executives/employees of Your Company.

2. Where (i) any of unethical conducts is perpetrated by the [Company/Undersigned] or (ii) any of them related to past transactions with Your Company is found, the [Company/Undersigned] hereby agrees to allow Your Company to give a notice of the discovery of such unethical conduct and specific details of such unethical conduct to Your Company and all other Affiliates (hereinafter, the “shared information on unethical conduct”). The [Company/Undersigned] confirms that such

notice and shared information on unethical conduct does not constitute a violation of confidentiality obligation by Your Company nor infringement upon trade secret of the [Company/Undersigned].

3. The [Company/Undersigned] hereby agrees to allow Your Company and the Affiliates to impose disciplinary measures or restrictions (including, but not limited to, refusal of contract renewal, restriction of new transaction, or other appropriate disciplinary measure or restriction proper for relevant unethical conduct perpetrated by The [Company/Undersigned], if Your Company is a direct party to the transaction relating to such unethical conduct) on business transactions with the [Company/Undersigned] (including, but not limited to, participation in tender processes to be organized in the future) on the account of such unethical conduct (including an unethical conduct perpetrated in relation to a transaction with other company or a 3rd party and already publicly known) and confirms that the [Company/Undersigned] will waive and disclaim any of the claims or lawsuits of civil or criminal liabilities against Your Company and the Affiliates in relation to such measure or restriction or shared information on unethical conduct, to the extent permitted by applicable law.

* Non-typical movable/real property transaction where transaction price or comparable terms deviate considerably from fair market price without justifiable ground and reason