BUSINESS PARTNER ETHICAL PRACTICE PLEDGE

[________________] (hereinafter, the "Company/I") fully recognizes and agrees that maintaining ethics and trust is of the utmost importance in its relationship with your company, and hereby pledges as follows regarding the performance of obligations and responsibilities to prevent unethical conduct.

******   AS FOLLOWS   ******

1. The Company/I (i) represents and warrants that, in past transactions with your company, it has not violated applicable laws or commercial practices or, in particular, engaged in any of the following unethical conduct (the "Unethical Conduct") (excluding cases in which sanctions imposed for Unethical Conduct have expired); (ii) pledges that, in carrying out future transactions (including all transactions currently in progress with your company and all transactions under contracts to be entered into with your company in the future), it will prevent any violation of applicable laws or commercial practices and any Unethical Conduct; and (iii) further undertakes that it will not engage in any Unethical Conduct in transactions with other companies or third parties that could adversely affect corporate ethics or trust.

   a. Providing money or valuables, entertainment, hospitality, or any other monetary or non-monetary benefit to employees of your company or employees of affiliates within the corporate group (SK) to which your company belongs (the "Affiliates"). Specific types of Unethical Conduct relating to the provision of benefits include, without limitation, the following:

      1) Entertainment or hospitality contrary to generally accepted social norms.

      2) Providing cash, securities, or other goods without a legitimate reason.

      3) Forgiving a debt or repaying a debt owed to a third party without a legitimate reason, or engaging in atypical transactions involving movable or immovable property.*

      4) Entering into a loan transaction or providing real or personal security without a legitimate reason.

      5) Making any promise, regardless of form, that guarantees a future benefit, such as post-retirement employment or job placement, or the execution of a transaction agreement.

   b. Engaging in bid-rigging or other unfair practices with businesses in the same industry or competitors of the Company/I.

   c. Intentionally making false statements or omitting material information when entering into, or in connection with, a contract.

   d. Any other conduct constituting a criminal offense against your company or its employees.

2. If Unethical Conduct occurs (including the subsequent discovery of Unethical Conduct relating to past transactions with your company), the Company/I agrees that your company may notify your company and all Affiliates of the fact that the Company/I engaged in Unethical Conduct and the specific details thereof (the "Sharing of Information on Unethical Conduct"). The Company/I confirms that such notification and the resulting Sharing of Information on Unethical Conduct do not constitute a breach of your company's confidentiality obligations and do not infringe the trade secrets of the Company/I.

3. The Company/I agrees that your company and any Affiliate receiving the shared information may, based on Unethical Conduct (including publicly known Unethical Conduct arising from transactions with other companies or third parties), impose sanctions on transactions with the Company/I, including, without limitation, participation in future bids. Such sanctions may include refusal to renew a contract or restrictions on new transactions; provided that, where your company is the direct party to the transaction in which the Unethical Conduct occurred, sanctions shall not be limited to the foregoing and may include any reasonable measure commensurate with the relevant Unethical Conduct. In connection therewith, the Company/I waives the right to pursue civil or criminal liability against your company or any Affiliate and confirms that it will not raise any objection or make any claim seeking such liability.

* A transaction in which, without a legitimate basis, the transaction price is set at an amount materially different from the ordinary market price, or an atypical transaction involving movable or immovable property of a comparable nature.