

Anti-Trust Policy

1. Introduction and Summary

- 1.1. Luminescence International Limited (“**Luminescence**”) demonstrates and will only engage in competition in compliance with global anti-trust and competition laws. This Anti-Trust Policy, including its appendices and sub-policies (collectively the “**Policy**”), provides a general framework and sets out the key principles for ensuring that we do business in a compliant, fair, lawful, and transparent way, in accordance with all applicable anti-trust laws (“**Anti-trust and Competition Laws**”). This Policy applies to all employees, officers, directors, agents, and any other representatives of Luminescence, and all third parties performing services for or on behalf of Luminescence in all countries or territories and shall be communicated to them at the outset of the business relationship.
- 1.2. This Policy aligns with the requirements of the Competition Act 1998 (as amended), the Enterprise Act 2002 (as amended), and national laws regulating anti-trust offences. In some cases, local laws and regulations may be more restrictive than this Policy; where that is the case, the more restrictive rules must be followed when regulating anti-trust.

2. Definitions

“**Bid Rigging**” A form of fraud in which businesses collude so that a competing business can secure a contract for goods or services at a pre-determined price.

“**Collusion**” Collusion is an agreement between two or more persons to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair advantage. It can involve an agreement among companies to divide the market, set prices, or limit production. It can involve wage fixing, Kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

“**Company**” All subsidiaries and affiliated companies.

“**Employee**” For the purposes of this policy this includes all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or joint ventures or their employees, wherever they are located.

“**Exclusive/Reciprocal Dealing**” Exclusive dealing refers to when a company is ‘tied’ to purchase from a supplier on the understanding that no other distributor will be appointed or receive supplies in a given area.

“**Kickback**” A bribe to obtain an undue advantage, where a portion of the undue advantage is ‘kicked backed’ to the person who gave, or is supposed to give, the undue advantage.

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“Market Manipulation/Allocation” Agreements in which competitors divide markets among themselves. In such schemes, competing firms allocate specific customers or types of customers, products, or territories among themselves.

“Price Fixing” An agreement between participants on the same side in a market to buy or sell a product, service, or commodity at a fixed price, or to maintain the market conditions so that the price is maintained at a given level by controlling supply and demand.

“Public Official” Officials or employees of any government or other public body, agency, or legal entity, at any level, including officers or employees of state-owned enterprises and officers or employees of enterprises which are mandated by a public body or a state-owned enterprise to administrate public functions.

“Third Party” Any individual or organisation you come into contact with during the course of your work for us. This includes actual and potential customers, suppliers, business contacts, Intermediaries, government, and public bodies, including their advisors, representatives and officials, politicians, and political parties.

“Trade Association” A trade association, also known as an industry trade group, business association or sector association, is an organisation founded and funded by businesses that operate in a specific industry.

3. Anti-trust Principles

3.1. Luminescence and anyone acting on its behalf must always act in accordance with the following principles:

- Lawfulness, fairness, and transparency: Luminescence and anyone acting on its behalf will conduct business honestly, in accordance with Local anti-trust Laws in countries where it operates.
- Price fixing: Luminescence and anyone acting on behalf will not attempt to collaborate with competitors to distort trade by fixing prices, allocating customers, or coordinating bidding activities; or abuse a large market-share position by engaging in below-cost pricing in order to harm competitors.
- Trade Association meetings & forums: Luminescence employees or any representative operating for or on its behalf attending meetings where there are conflicts of interest or competitors will adhere to this policy while attending and will not disclose or have conversations regarding prices, markets, customers, volumes, strategy etc. Are prohibited. It is important to monitor the integrity of third parties, be alert and report potential breaches of this Policy.

3.2. Always consult with the management team and legal before pursuing any business arrangements that could raise anti-trust or competition law issues:

- Exclusive sale or purchase arrangements
- Selective discounting
- Bundling of goods and services

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- Restrictions on resellers
- Technology license agreements that place restrictions on the licensee or licensor
- any business discussions or agreements with competitors
- activities designed to gain or maintain a dominant market position.

Appendix 1 set out examples of good and bad practices.

4. Responsibilities and Raising Concern

- 4.1. Luminescence encourages its employees, representatives, customers and suppliers to report any issue or suspicion of malpractice at the earliest possible stage in accordance with the procedure detailed in the DIC Code of Conduct, meaning reporting to your current Manager or (anonymously) via Ethicspoint (<https://secure.ethicspoint.com/domain/media/en/gui/21654/index.html>) or DIC Ethics Hotline.
- 4.2. Luminescence agents, employees, officers, directors, and other representatives must always seek guidance from the Legal Department in case they have any questions or doubts about improper conduct or are unsure how to react to a situation before taking action. Please contact Sun Chemical Legal Department, The Netherlands, via Pieter Riedijk and / or Rebecca Brust (e-mail: Pieter.Riedijk@sunchemical.com, rebecca.brust@sunchemical.com Tel: +31 (0) 294492116)
- 4.3. Any other questions regarding this Policy must be communicated to the owner of this Policy Niki Henschel, Compliance Manager, e-mail: niki.henschel@luminescence.co.uk, Tel +44 1279 456400.

5. Consequences of Anti-trust

- 5.1. In case of a breach of the principles laid down in this Policy, Luminescence, involved directors and employees can face criminal prosecution, heavy penalties, reputation damages, loss of business and exclusion from public procurement contracts in accordance with applicable Local Anti-trust Laws. Criminal prosecution, severe fines and prison sentence apply to individuals who are convicted of an anti-trust offence.
- 5.2. A breach of the principles laid down in this Policy is subject to disciplinary action, including forfeiture of bonuses, dismissal, and ceasing all business relationships.

6. Changes

- 6.1. Subject to applicable law, Luminescence may revise, amend, and supplement this Policy at its discretion at any time from time to time. Luminescence agents, employees, officers, directors, and any other representatives acting for or on behalf of Luminescence are advised to check periodically to ensure that they are aware of any change.

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Luminescence International Limited



Gary Silver

Date – 24.04.2023

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APPENDIX 1

The following list outlines examples of good and bad practices in accordance with Anti-trust Policy. The list is not intended to be exhaustive and is for illustrative purposes only.

1. Anti-trust Standards

-  **DO** limit discussions strictly to terms on which you will sell to competitors if they are also a customer.
-  **DO** make bids independently.
-  **DO** follow the terms of confidentiality agreements, as well as local anti-trust law.
-  **DO** keep conversations on only information required as necessary to the business.
-  **DO** terminate any conversation that appears to be leading to improper information exchange.

-  **DON'T** discuss the prices at which you sell to your respective customers.
-  **DON'T** share bid strategies with a competitor or share a competitor's information.
-  **DON'T** exchange non-public information unless you obtain clearance from legal.
-  **DON'T** collude with competitors and share the market in order to decrease competition.
-  **DON'T** use market power to condition the sale of a desirable product on the purchase of an undesirable one.
-  **DON'T** abuse a large market-share position by engaging in below cost-pricing in order to harm competitors.