Supplier and Business Partner Code of Conduct

Contents

1. Introduction

1.1 Due Diligence

1.2 Supply Chain Requirements and Verification

2. Human Rights

2.1 Economic, Social and Cultural Rights

2.2 Civil and Political Rights

2.3 Indigenous Peoples' Rights

3. Workers' Rights

3.1 Working Conditions

3.2 Equal Treatment and Equal Opportunities for All

3.3 Other Work-related Rights

4. Environment

5. Business Conduct

6. Information Security, Confidentiality and Data Protection

7. Grievance Mechanism

This Supplier and Business Partner Code of Conduct sets out Grafokett's core expectations for suppliers, contractors, consultants and other business partners. It is based on ESRS S2-S3, E1-E5 and G1 and broadly incorporates the commitments in the supplier code of conduct adopted by Sweden's regions. The Code shall be read together with Grafokett's other management system documentation.

Grafokett has also committed to the United Nations Race to Zero climate initiative and has adopted a Climate Action Plan that supports the transition. In line with the Corporate Sustainability Due Diligence Directive, this Code should be developed in consultation with employees and their representatives. Where relevant, civil society organisations and experts with supply chain knowledge should also be consulted.

1. Introduction

The Supplier shall comply with applicable laws and regulations and shall work systematically to continuously improve sustainability performance in its own operations and in relevant

parts of the supply chain. The requirements of this Code complement Grafokett's Code of Conduct, Supplier Manual, Human Rights Policy, Business Ethics Policy and Anti-Discrimination Policy, as well as the company's management system in accordance with ISO 9001, ISO 14001 and ISO 45001.

1.1 Due Diligence

The Supplier shall have a due diligence process aligned with the United Nations Guiding Principles on Business and Human Rights and OECD guidance, adapted to the size, risk profile and circumstances of its operations. The Supplier shall appoint a contact person responsible for the commitments under this Code and for communication with Grafokett and shall, together with its workers, ensure that a function is in place to monitor compliance with this Code.

1.2 Supply Chain Requirements and Verification

Based on risk and relevance, the Supplier shall communicate and cascade equivalent requirements to subcontractors and other business partners engaged in providing products or services to Grafokett. Upon request, the Supplier shall provide reasonable information and relevant documentation demonstrating compliance with this Code. With reasonable advance notice and due regard to confidentiality, information security, occupational health and safety, and the size and risk profile of the operations, Grafokett may conduct, or commission, proportionate verification or an audit. Access to premises may be requested when document-based verification is insufficient or when there are objective grounds to suspect a material non-conformity.
Grafokett applies a risk-based approach to the qualification, assessment, mapping and follow-up of suppliers and relevant supply chains. The scope of information gathering, mapping, risk assessment and verification is adapted to factors including the criticality of the supplier and product, identified risk, supply chain complexity, and customer and contractual requirements.

2. Human Rights

The Supplier shall respect all internationally recognised human rights as expressed in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the ILO Declaration on Fundamental Principles and Rights at Work. The requirements in this section are aligned with Grafokett's Human Rights Policy and Anti-Discrimination Policy.

For affected communities, respect shall cover, in particular, economic, social and cultural rights, civil and political rights, and Indigenous Peoples' rights, as set out below.

2.1 Economic, Social and Cultural Rights

The Supplier shall not cause, contribute to or benefit from unlawful evictions. Activities that threaten food security, livelihoods, access to clean water or sanitation shall be avoided. The Supplier shall also respect legitimate land rights and minimise adverse impacts arising from security arrangements.

The Supplier shall avoid activities that impair access to clean water and sanitation, assess land-related impacts in order to respect legitimate land rights, and minimise adverse impacts from security arrangements. Communities shall be protected from violence or harassment in line with the Voluntary Principles on Security and Human Rights.

2.2 Civil and Political Rights

The Supplier shall ensure that members of affected communities can raise concerns or criticism without fear of retaliation by the Supplier and shall respect freedom of assembly and the right to organise peacefully.

The Supplier shall respect the right of human rights and environmental defenders to operate freely and safely without threats, harassment or violence from the Supplier or its representatives.

2.3 Indigenous Peoples' Rights

The Supplier shall respect Indigenous Peoples' right to free, prior and informed consent before commencing activities that may affect their lands, territories or other rights.

The Supplier shall respect Indigenous Peoples' right to self-determination and participation in decisions concerning their social, economic and cultural development, and shall respect their cultural rights, including languages, traditions, customs and sacred sites.

3. Workers' Rights

For workers, respect shall cover, in particular, working conditions, equal treatment and equal opportunities for all, and other work-related rights, as set out below.

3.1 Working Conditions

The Supplier shall provide secure employment and shall not circumvent labour or social security legislation through unreasonable arrangements. Working hours shall comply with applicable law or collective agreements, whichever provides the greater protection. As a general rule, regular working hours shall not exceed 48 hours per week and total working hours shall normally not exceed 60 hours in any seven-day period, unless lawful and exceptional circumstances apply.

The Supplier shall pay wages and benefits that at least meet statutory or industry standards and, to the greatest extent possible, cover basic needs. Overtime shall be used responsibly and compensated in accordance with applicable law or collective agreements. Social dialogue, freedom of association, the right to collective bargaining, and work-life balance shall be respected. The Supplier shall also ensure a safe and hygienic working environment, supported by documented health and safety training.

3.2 Equal Treatment and Equal Opportunities for All

The Supplier shall promote gender equality and equal pay for work of equal value and shall provide access to training and skills development without discrimination. The employment and inclusion of persons with disabilities shall be promoted where relevant and feasible.

The Supplier shall prevent and address violence, harassment and discrimination in recruitment, remuneration, promotion, termination and retirement and shall encourage and respect diversity in the workplace.

3.3 Other Work-related Rights

The Supplier shall ensure that no child labour occurs and that young workers do not perform hazardous work or night work. If child labour is identified, action shall be taken in the best interests of the child to enable a transition to education. All work shall be voluntary, and no worker may be subjected to forced labour, servitude, involuntary prison labour, or work under threat, coercion or exploitation of economic dependence.

The Supplier shall not require workers to lodge deposits or identity documents. Any accommodation provided shall be clean and safe, workers shall have access to clean drinking water, sanitary facilities and hygienic food-storage facilities, and their privacy shall be respected, including in employer-provided accommodation.

4. Environment

4.1 Climate Change

The Supplier shall take action to limit climate impact in line with national and international climate goals, reduce greenhouse gas emissions, promote energy-efficient solutions and increase the use of renewable energy where relevant. The requirements in this section support Grafokett's climate ambition, its commitment to the United Nations Race to Zero climate initiative and the company's Climate Action Plan.

4.2 Pollution

The Supplier shall control and reduce emissions and releases that may harm human health or the environment, including air, water and soil pollution, microplastics and hazardous

substances, and shall phase out particularly harmful substances through substitution and safer alternatives wherever possible.

4.3 Water and Marine Resources

The Supplier shall use water resources responsibly, reduce water consumption, prevent over-abstraction and manage wastewater safely in order to avoid environmental damage and marine pollution.

4.4 Biodiversity and Ecosystems

The Supplier shall protect biodiversity and ecosystems by avoiding raw materials derived from threatened species, preventing destructive land use, identifying impacts, and reducing its dependence on ecosystem services.

4.5 Circular Economy

The Supplier shall promote a circular economy by reducing the use of virgin raw materials, increasing reuse and recycling, promoting circular design, and handling, transporting and disposing of waste in a manner that protects health, communities and the environment.

5. Business Conduct

5.1 Corruption and Bribery

The Supplier shall refrain from all forms of corruption, including bribery, embezzlement, trading in influence, abuse of position, illicit enrichment, money laundering and obstruction of justice. The requirements in this section are aligned with Grafokett's Business Ethics Policy.

5.2 Fair Competition and Anti-competitive Conduct

The Supplier shall comply with applicable competition and antitrust laws and shall refrain from cartels, bid rigging, market allocation and other anti-competitive conduct.

5.3 Ethical Tax Practices

The Supplier shall refrain from aggressive or artificial tax planning and shall ensure that tax arrangements are lawful, transparent and compliant with applicable rules.

5.4 Political Engagement and Lobbying

The Supplier shall ensure that political engagement and lobbying are conducted lawfully, openly and responsibly.

5.5 Management of Relationships with Suppliers, Including Payment Practices

The Supplier shall ensure fair treatment of suppliers and apply responsible payment practices.

5.6 Animal Welfare

Where relevant to the operations, animals shall be treated humanely and in accordance with applicable animal welfare standards.

5.7 Whistleblower Protection

The Supplier shall maintain a confidential and secure system for reporting unethical business conduct. Retaliation shall not be permitted, and reports shall be handled promptly and with due respect for privacy.

5.8 Trade, Export Controls and Sanctions

The Supplier shall comply with applicable national and international rules on trade, export controls, economic sanctions and embargoes. The Supplier shall take reasonable, risk-based measures to ensure that products, materials, technology, services and business relationships do not result in breaches of such rules and shall, upon request, provide relevant information to Grafokett.

5.9 Responsible Mineral Sourcing

Where supplied products or materials contain tin, tantalum, tungsten, gold or other minerals associated with elevated risk, the Supplier shall apply a risk-based due diligence process aligned with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Where relevant and upon reasonable request, the Supplier shall be able to report the origin of the minerals, the smelters or refiners concerned, and the status of the due diligence performed.

6. Information Security, Confidentiality and Data Protection

The Supplier shall protect confidential information, personal data and other sensitive information processed within the business relationship with Grafokett. Appropriate technical and organisational security measures shall be in place to ensure confidentiality, integrity, availability and traceability, as well as compliance with applicable data protection legislation. The requirements in this section shall be read together with Grafokett's Data Policy, AI Policy, and Internet and Cloud Services Policy. Actual or suspected information security incidents, personal data breaches and other deficiencies that may affect Grafokett, Grafokett's customers or affected data subjects shall be reported to Grafokett without undue delay and handled promptly in accordance with established processes. To the extent that the information is available, the report shall describe the nature of the incident, the

information affected, the likely consequences, and the containment or mitigation measures taken or planned.

7. Grievance Mechanism

The Supplier shall maintain a grievance mechanism for receiving and addressing stakeholder complaints concerning adverse impacts on people, the environment and society. The mechanism shall protect against retaliation through confidentiality and, where appropriate, allow anonymous complaints. Relevant stakeholders shall be informed of available reporting channels and shall have the right to follow up and, in cases of serious impact, dialogue concerning possible remedy.

Complaints, non-conformities and reported breaches shall be documented, investigated and followed up and shall, where necessary, result in corrective and preventive actions (CAPA). Upon request, the Supplier shall provide a reasonable action plan identifying the responsible owner, target date and verification of implementation. Grafokett maintains an established non-conformity management system within its management system in accordance with ISO 9001, ISO 14001 and ISO 45001, supporting structured and traceable management of non-conformities, improvements and follow-up. If a material or repeated non-conformity is not remedied within the agreed time, or if the Supplier does not cooperate with reasonable verification, Grafokett may take proportionate contractual measures, including temporarily suspending new orders or terminating the business relationship in accordance with the applicable agreement.

Appendix 1. Reference List of Governing Documents

This appendix lists referenced governing documents and their document numbers for traceability within the management system. Document numbers and titles are updated as necessary in accordance with applicable document-control procedures.

Document	**Document number**
AI Policy	[QR-42]
Occupational Health and Safety Policy	[QR-19]
Data Policy	[QR-20]
Climate Action Plan	[QB-36]
Supplier Manual	[QR-27, QR-45]
Environmental Policy	[QR-15]
Business Ethics Policy	[QR-41]
Internet and Cloud Services Policy	[QR-22]
Human Rights Policy	[QR-43]
Anti-Discrimination Policy	[QR-18]
Code of Conduct	[QR-44, QR-45, QR-46, QR-47]
Supplier Assessment	[QB-58]
General Supplier Risk Analysis	[QB-59]
Supply Chain Mapping	[QB-60]
Supply Chain Risk Assessment	[QB-61]
Consolidated Supplier and Supply Chain Overview	[QB-62]