

SVEA SOLAR SUPPLIER CODE OF CONDUCT



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INTRODUCTION SVEA SOLAR STANDARD

Svea Solar's ambition is to be a reliable and sustainable high-quality Supplier to its customers, while maintaining a strong commitment to social and environmental responsibility. Our goal has always been to make renewable energy simple, affordable and a good investment for the customer, all while helping customers reduce their CO2 footprint.

The Svea Solar Standard is the Svea Solar Supplier Code of Conduct ("the Standard"). Svea Solar is committed to upholding the highest standards of ethical business and complying with all applicable laws, rules, and regulations. Svea Solar requires Suppliers to do the same. This Standard outlines the guiding principles for Suppliers and their Sub-Suppliers ("the Supplier") to ensure compliance with the expectations and requirements Svea Solar has on supply chain partners. The Standard is founded on internationally recognised conventions such as United Nations Global Compact, United Nations Guiding Principles on Business and Human Rights, OECD Due Diligence Guidance for Responsible Business Conduct, and International Labour Organisations (ILO) Conventions.¹

1. COMPLIANCE

Suppliers to Svea Solar shall comply with this Standard. This obligation applies to Suppliers providing products, services, materials, or components in the Svea Solar value chain. In the context of this Supplier Code of Conduct agents, intermediaries, contractors, and consultants are also recognized as Suppliers. Svea Solar expects accountability and responsibility from Suppliers to communicate the obligations set out herein, ensuring that the guidelines and requirements outlined in this Standard are followed and implemented within their organisations and across their supply chains. This includes the responsibility of ensuring that workers are informed about their rights and responsibilities related to this Standard, and that there is a structured dialogue with workers related to this Standard.

The Supplier must comply with all laws and regulations applicable to their business. In cases where differences exist between local law and the Standard, Suppliers must adhere to either the Standard or the local requirements – whichever sets the highest standard of behaviours. Svea Solar recognises that Suppliers may have their own Code of Conduct, work with another entity's Code of Conduct or be certified according to a sustainability scheme that is comparable to this Standard. Svea Solar supports alternative approaches to implementing this Standard. Svea Solar reserves the right to decide whether such approaches are equivalent.

All suppliers may be required to provide complete and comprehensive traceability documentation to Svea Solar and the respective authorities demanding such. Both Svea Solar and all the company's Suppliers are committed to proactively work on achieving full traceability of the supply chain, all the way back to the sourcing of raw materials.

Svea Solar has the right to conduct audits at the Supplier's premises to secure compliance with this Standard. If a Supplier fails to comply with this Standard, they will be encouraged to make improvements. If the Supplier shows critical deviations or repeated unwillingness to make improvements, Svea Solar may decide to terminate the collaboration with the Supplier.

¹ Svea Solar Supplier Code of Conduct. Owner: Global Head of Sustainability.
Last updated: 2023-11-23. Approved by board: 2024-01-31.

2. HUMAN RIGHTS

Svea Solar acknowledges and upholds the fundamental principles of Human Rights, as defined by the “Universal Declaration of Human Rights” (United Nations 1948), and expects the Supplier to fully comply and respect all human rights, including labour rights, in all aspects of their business activities.

2.1 CHILD LABOUR

The Supplier ensures that no child labour is utilized. Children do not perform work below the minimum legal working age of 15 years old, which is defined by the national legislation as the age above which a person can be employed on full-time basis. Any potential or confirmed case of child labour is immediately reported to Svea Solar. Immediate actions are expected to be taken in the best interest of the children, and such actions should be reported to Svea Solar.

2.2 YOUNG WORKERS

Work opportunities for young workers (15-18 years old) shall be consistent with ILO Minimum Age Convention No. 138. Suppliers may employ young workers who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals.

2.3 FORCED LABOUR

Svea Solar does not tolerate slavery, forced labour, or human trafficking in any form at any stage of its supply chain. Suppliers must prohibit and take affirmative actions to prevent acts of forced, bonded, compulsory, trafficked, modern slavery, or involuntary labour from occurring in their own operations and within their own supply chains. Suppliers shall ensure that the work relationship between its employees and the Supplier is based on free and voluntary choice, without any form of coercion or threats. Any potential or confirmed case of the mentioned is immediately reported to Svea Solar.

2.4 NON-DISCRIMINATION

Supplier must commit to a workplace free of unequal treatment in employment, discrimination, harassment, victimization, and any other abuse on any ground including but not limited to age, health status, disability, ethnic or social origin, gender, gender identity, nationality, race, sexual orientation, marital status, parental status, pregnancy, political convictions, religion or beliefs, union affiliation, or veteran status. In addition, Suppliers shall not require employees or potential employees to undergo medical tests that could be used in a discriminatory way (such as pregnancy, HIV tests etc.), except where required by applicable laws or regulations or necessary for workplace safety.

2.5 VIOLENCE & HARASSMENT

Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited.

2.6 MARGINALISED COMMUNITIES

Production and the use of natural resources shall not contribute to the destruction and/or degradation of the resources and income base for marginalised populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent.

3. LABOUR RIGHTS AND EMPLOYMENT CONDITIONS

3.1 CONTRACTS

Workers are obliged to sign an individual written employment contract or an equivalent agreement, in a language they understand, before they start work or introductory training, whichever comes first. Workers will receive a copy of the contract, and it is the Supplier's responsibility to ensure that the worker understands the terms and conditions outlined in the contract before signing it. Any significant changes in employment terms must be mutually agreed upon and documented in writing. Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short-term contracting (such as contract labour, casual labour, or day labour), sub-contractors or other labour relationships. Fees and costs related to recruitment, employment or termination processes are not imposed on workers, and they are not requested to provide deposits.

A written routine related to recruitment is implemented, including rules regarding age verification, candidate screenings and selection, and the use of all labour recruiters.

3.2 WAGES AND BENEFITS

Suppliers must pay fair and equal wage, including benefits that, as a minimum, comply with applicable laws and collective bargaining agreements. Workers are compensated for additional living costs resulting from working away from their base location. Wages and benefits are paid in accordance with contractual terms, on time, regularly and in a transparent way. Suppliers shall provide workers with understandable wage statement that includes sufficient information to verify accurate compensation for work. Deduction from wages is permitted only if and to the extent prescribed by applicable law, regulations, or collective bargaining agreements.

3.3 WORKING HOURS AND OVERTIME

Working hours shall comply with applicable laws and regulations. The total working hours, unless in emergency or unusual situations, shall not exceed 60 hours per week, including overtime. Overtime hours are voluntary, and workers have the right to refuse overtime without facing any penalties. Under certain circumstances, well defined by applicable legislation and regulations, overtime hours may be mandatory for a short and limited period, if agreed through worker representation.

A reliable system for registering working hours, including overtime, of all workers is maintained.

3.4 WORKERS' RIGHTS

Workers are free to exercise their right to join, form or participate (or not) in trade unions or other work-related organisations, as well as engage in collective bargaining. These rights are exercised without fear of discrimination, violence, or harassment, whether physical or psychological. In countries where the right to freedom of association is regulated, restricted, or prohibited by law, the Supplier does not hinder alternative forms of independent and free worker representation.

A grievance mechanism is established and well known to workers, enabling them to raise issues, file complaints or express concerns without fear of reprisal. Complaints are documented and acted upon, and the anonymity of workers is protected.

Rules regarding discrimination, harassment, business ethics, disciplinary measures, and the consumption of alcohol and drugs are written, implemented, and communicated to workers. Disciplinary measures exclude any form of mental or physical coercion, including corporal punishment, threats of violence, public warnings or reprimands, financial penalties, and the withholding of contractual benefits. Workers are free to seek assistance and have the right to appeal disciplinary decisions.

4. HEALTH AND SAFETY

Svea Solar expects the Supplier to ensure that its employees are offered a safe and healthy working environment. Adequate health, safety and fire prevention policies and procedures shall be established and followed.

4.1 WORKING ENVIRONMENT

The working environment and accommodation provided by the Supplier, or on behalf of the

Supplier, is in clean, hygienic, and well-maintained condition, has adequate lighting, ventilation and, if needed, heating. Places where workers can dine and rest are accessible, hazard-free, and in proportion to the number of workers. Toilets are available, well-maintained, free of charge, and accessible during working hours. They are equipped with basic supplies and in proportion to the number of workers. Unlimited, potable drinking water is available, free of charge, and within a reasonable distance from the work area. The accommodations provided by the Supplier, or on behalf of the Supplier, provide separate accommodations by gender, with a living space that is appropriate for workers. Every worker is provided with an individual mattress and an own personal locker for their belongings. The worker can leave the housing facility during their leisure hours.

The Supplier provides accident insurance to all workers. This insurance covers medical treatment for work-related injuries and illnesses, providing compensation in cases of work-related injuries and illnesses that lead to permanent disability or death.

4.2 HEALTH AND SAFETY TRAINING

Workers are given the necessary and adequate health and safety training or other competence development activities before operating machines, equipment, or performing hazardous tasks. This ensures their ability to fulfil their work in a safe manner. The training provided adheres to relevant legislation and/or identified needs.

4.3 OCCUPATIONAL SAFETY PROCEDURES AND SYSTEMS

Occupational health and safety risks, including those associated to mental health and ergonomics, are assessed and actions are taken to mitigate them. Incidents, accidents, and near misses associated to occupational health and safety are reported, analysed, followed up on, and acted upon. Records of incidents, accidents, and near misses are maintained. Safe working routines are implemented to minimise the risks associated with hazardous work. Equipment is kept safe and used under safe conditions. Safety information and/or warning signs are clearly visible in risk areas, using pictures and figurative sign, and/or written in a language understood by the workers.

4.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers use appropriate PPE and protective clothing that are clean, provided without charge, and in operational condition based on identified risks. The areas mandating PPE are clearly stated. Safety hazards are continuously reported, analysed, followed up on and acted upon.

4.5 EMERGENCY ROUTINES

Workers have competence to manage emergency situations while being aware of the risks associated with their position prior to performing their tasks. The evacuation alarm is audible and/or visible to all workers. It is possible to manually activate the alarm and alarm buttons are clearly visible and marked. Emergency evacuation routes and exits are clearly marked, always ensuring quick and safe evacuation. Emergency routines are documented and implemented,

Regular evacuation drills are conducted to test the evacuation process and to identify areas for improvement. The frequency of these drills will be determined based on the occupational risks, ensuring high level of worker participation. Records of the evacuation drills are maintained.

4.6 FIRST AID TRAINED PERSONS AND EQUIPMENT

An adequate number of individuals trained in first aid and firefighting are present during working hours to address occupational risks, and they are easily recognised by workers. The first aid and firefighting equipment is adjusted to match the specific occupational risks, both in terms of type and quantity, and is strategically located. All equipment must always remain operational.

4.7 CHEMICAL SAFETY

Chemicals are purchased, stored, transported, managed, labelled, and used in a manner that protects the health and safety of workers, while mitigating any adverse effects on the environment. Every worker entrusted with the responsibility of handling chemicals demonstrates the appropriate competence and undergoes comprehensive training in purchasing, handling, using, and storing chemicals before commencing their duties. Training records are maintained, and the training content is documented. Relevant information and instructions regarding the risks and safe handling of chemicals are visibly displayed in all areas where the chemicals are used. Information and instructions are available in a language understood by workers.

4.8 BUILDING AND ELECTRICAL SAFETY

Buildings are designed, constructed, maintained, and modified in a way that ensures structural integrity. Electrical wiring, lighting and gas fixtures are properly installed and maintained.

5. ENVIRONMENT

The Supplier should support a precautionary approach to environmental impacts, undertake initiatives to promote greater environmental responsibility and encourage the development and spread of environmentally friendly technologies and practices. All applicable laws and regulations relating to environmental impacts and protection are complied with.

5.1 ENVIRONMENTAL ENGAGEMENT

The Supplier shall use preventative measures in order to reduce the risk of severe environmental pollution. Any instance of severe environmental pollution is immediately reported to Svea Solar. Instances of environmental complaints are recorded and acted upon. Potential ground contamination risks due to current or previous activities are assessed and acted upon. Environmental risks and impacts are identified and assessed in order to find ways to improve environmental performance. Environmental improvement plans are implemented, reviewed, and updated every 12 months.

5.2 RECYCLING AND ROUTINE OF WASTE

Resources, including water and waste are managed in a sustainable, safe, and circular way. Current energy sources are known and possibilities to convert to renewable energy sources are identified. Information is available about the type of incoming water that is used and how, where and by whom wastewater is treated.

Hazardous waste is not land-filled or incinerated on site, unless for the purpose of recovering energy. Hazardous and non-hazardous waste are kept separate and stored properly. Waste is stored, handled, transported, and disposed of in a way that ensures the health and safety of workers and the environment. Records are available on how, where, how much and by whom waste

is treated. Opportunities to refuse, reduce, reuse, and recycle waste are identified and implemented.

5.3 ENERGY EFFICIENCY

Suppliers shall actively propose energy-efficient products and solutions to assist Svea Solar in decreasing its energy consumption and carbon emissions.

5.4 BIODIVERSITY

Business activities are not conducted in High Conservation Value Areas, unless the area is certified according to a system recognised by Svea Solar.

6. SECURITY OF GOODS

In the event of cross border supply of goods under this Standard, it is preferred that the Supplier is involved in a governmental supply chain security program, e.g., C-TPAT or AEO. The Supplier shall have measures in place to ensure goods supplied cross border are produced, stored, prepared, packed, loaded in and transported from safe business premises, to ensure goods are protected against unauthorized intervention during production, storage, preparation, packing loading and transport. Should the Supplier become aware of a breach of applicable customs, similar laws, regulations, or governmental requirements for supply chain security connected to this Standard, the Supplier shall inform Svea Solar without undue delay.

7. BUSINESS ETHICS

7.1 SANCTIONS

Svea Solar complies with the United Nations sanction list and European Union restrictive measures list and require the same compliance from our Suppliers.

7.2 BRIBERY AND CORRUPTION

Svea Solar has zero tolerance towards bribery, corruption and money laundering and any unauthorized restriction of competition. The Supplier is obligated to refrain from all forms of bribery, corruption, extortion, and falsification. The Supplier must ensure that all payments or benefits extended to any other party adhere to applicable anti-corruption laws and regulations. All cooperation between Svea Solar and the Supplier must uphold high ethical standard, fostering trust, transparency and compliance with laws and regulations.

The Supplier is expected to refrain from offering or receiving improper benefits or benefits that may be regarded as improper remuneration, with the intention to obtaining, retaining, or directing business to secure any other proper advantage in the Supplier's business with Svea Solar. Such improper benefits (bribes, etc.) comprise, but are not limited to cash, items, pleasure trips, extravagant meals, or services of another nature.

A benefit must adhere with the following requirements:

- The benefit must be permitted by local laws, regulations, and policies.
- The benefit must have a clear and legitimate business purpose.
- The benefit must not be provided in exchange for an improper advantage.
- The nature, value, frequency of the benefit must be appropriate on the occasion on which it is extended.
- The benefit must be provided in a transparent manner.

7.3 COMMUNITY ENGAGEMENT

Suppliers are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

7.4 RESPONSIBLE SOURCING OF RAW MATERIALS

Suppliers are expected to exercise due diligence on the source and chain of custody of raw materials such as, but not limited to, Gold, Tin, Tantalum, Tungsten, Mica, Cobalt, etc. used in the components and products they manufacture. Suppliers need to reasonably assure that the material used are sourced in a manner consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflicted-Affected and High-Risk Areas, or an equivalent and recognized due diligence framework.

Suppliers shall share the information related to the due diligence upon request.

8. CYBER SECURITY AND DATA PROTECTION

8.1 DATA SECURITY COMPLIANCE

Suppliers must adhere to applicable data protection laws and regulations, ensuring the confidentiality, integrity, and availability of personal and sensitive data. Suppliers are required to implement robust data security measures in line with industry best practices to protect such data.

8.3 CYBER SECURITY, INCIDENT MANAGEMENT AND INCIDENT REPORTING

Suppliers are responsible for maintaining secure networks, employing necessary safeguards such as firewalls, encryption, and intrusion detection systems to protect personal, and sensitive data. Regular updates and security patches must be applied to all systems to prevent unauthorized access.

In the event of a cyber security incident, suppliers are required to promptly notify and cooperate fully in the response and mitigation process. Suppliers must have an established incident response plan to address and report security breaches effectively. In the event of a data breach the Supplier must report the breach within 72 hours of discovery as per applicable data protection laws and regulations.

Please report the breach by email: globalprocurement@sveasolar.com.

8.4 ACCESS CONTROL

Access to systems with personal, and sensitive information shall be strictly controlled and limited to authorized personnel only. Suppliers must ensure proper authentication mechanisms and monitor access logs to prevent unauthorized access to such data or systems with such data.

8.5 TRAINING AND RISK MANAGEMENT

Supplier must conduct regular training for their employees on cyber security best practices and raise awareness about potential cyber threats. Suppliers are responsible for ensuring that their subcontractors, partners, or suppliers also adhere to applicable privacy and information security laws and regulatory requirements when personal and sensitive data is collected, stored, transmitted, and shared.

Svea Solar encourages that suppliers have effective business continuity and disaster recovery plans in place to address cyber security risks.

9. REPORTING VIOLATION

It is the responsibility of Svea Solar and the Supplier to ensure that the content and spirit of this Standard are communicated, understood, and implemented within their organisation and to encourage and support all employees in revealing and reporting any behaviours non-compliant with this Standard. Explicit or implicit approval of questionable actions will not be tolerated. Any activities that may violate the Standard must be reported to Svea Solar.

Please use one of the following channels:

Email: whistle-blower@sveasolar.com

Postal address: Svea Renewable Energy AB, Sankt Eriksgatan 117, 113 43, Stockholm, Sweden
Reports will be received by Chief Human Resource Officer at Svea Solar.

Anonymous reports will be accepted but contact details to the reporting person is appreciated.

We hereby confirm that we have read, understood and that we agree to comply with the terms in SVEA SOLAR – Supplier Code of Conduct.

COMPANY NAME

GENERAL MANAGER'S NAME

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COMPANY DETAILS

Production address, Phone number, E-mail address, Website address

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PROVIDED TO SVEA SOLAR

Type Materials / Components / Ready goods / Services

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DATE

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SIGNATURE

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