

## SUPPLIER CODE OF CONDUCT

Speeron AB

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## 1. INTRODUCTION

Speeron strives to deliver products and services that are produced responsibly, with respect for people, the environment and the law. This Supplier Code of Conduct sets out the minimum standards we expect from every business partner in our value chain.

### 1.1 Scope

This Code applies to all suppliers, subcontractors, distributors and other business partners that deliver products, components, materials or services to Speeron. Suppliers are responsible for ensuring that their own suppliers and subcontractors meet equivalent standards.

Speeron's own employees are covered by our internal Code of Conduct, which sets equivalent standards for our own operations.

### 1.2 How requirements are worded

- **Must** marks a mandatory requirement. Compliance is a condition for doing business with Speeron.
- **Should** marks an expectation of good practice. We expect suppliers to work towards it and may ask how they do so.

Where national law and this Code differ, the supplier must follow the stricter standard.

### 1.3 Equivalent codes

Suppliers that are members of the Responsible Business Alliance (RBA) and follow the RBA Code of Conduct, or that apply an equivalent code approved by Speeron, are considered to meet the requirements of this Code. Speeron may still request information to verify compliance.

## 2. DEFINITIONS

| Term                        | Meaning                                                                                                                                                                         |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supplier                    | An organisation with a direct contract with Speeron to deliver products, components, materials or services.                                                                     |
| Subcontractor               | Any supplier of goods or services at any level of the Supplier's supply chain.                                                                                                  |
| Business partner            | Any supplier, subcontractor, distributor or reseller with a direct or indirect contractual relationship with Speeron.                                                           |
| Production unit             | Any factory or facility used to produce items or components of items sold to Speeron.                                                                                           |
| Worker                      | Every person working for a business partner or at a production unit producing for Speeron, including temporary, contract, agency and migrant workers, trainees and apprentices. |
| Unauthorised subcontracting | Using a subcontractor for production for Speeron that Speeron has not been informed of or approved, whether or not it is owned or controlled by the Supplier.                   |

| Term              | Meaning                                                                                                                                                              |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| High-risk country | A country with an elevated risk of human rights, labour or corruption violations, as assessed by recognised indices such as amfori BSCI country risk classification. |

### 3. INTERNATIONAL FRAMEWORKS

This Code is based on applicable Swedish and EU legislation and the following international frameworks:

- UN Guiding Principles on Business and Human Rights
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct
- UN Universal Declaration of Human Rights
- International Covenant on Civil and Political Rights
- International Covenant on Economic, Social and Cultural Rights
- UN Convention on the Rights of the Child, Article 32
- ILO Declaration on Fundamental Principles and Rights at Work and the ten ILO fundamental conventions (Nos. 29, 87, 98, 100, 105, 111, 138, 155, 182 and 187)
- UN Convention against Corruption
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
- Responsible Business Alliance (RBA) Code of Conduct

### 4. BUSINESS ETHICS

#### 4.1 Compliance with laws and contracts

Business partners must comply with all applicable laws and regulations where they operate and must meet their contractual obligations to Speeron throughout the contract period.

#### 4.2 Anti-corruption

All forms of bribery, corruption, extortion and embezzlement are prohibited. Business partners must not offer, give, request or accept any improper advantage to influence a business decision. Business partners must have a policy and procedures for gifts, hospitality and other benefits, and should actively prevent corruption at all levels of their business.

#### 4.3 Conflicts of interest

Business partners must disclose to Speeron any conflict of interest that could affect the business relationship, including personal or financial ties to Speeron employees.

#### **4.4 Fair competition**

Business partners must comply with competition law and must not take part in price fixing, market sharing, bid rigging or other anti-competitive practices.

#### **4.5 Sanctions, export controls and money laundering**

Business partners must comply with applicable trade sanctions and export control laws, and must inform Speeron if a product, component or party involved is subject to such restrictions. Business partners must not take part in money laundering or terrorist financing.

### **5. HUMAN RIGHTS AND LABOUR CONDITIONS**

Business partners must respect internationally recognised human rights and apply the requirements below to all workers.

#### **5.1 Child labour and young workers**

No worker may be younger than 15 years or the legal minimum age for employment, whichever is higher (ILO Convention 138). The worst forms of child labour are prohibited (ILO Convention 182). Workers under 18 must not do hazardous work or night work, and their work must not interfere with compulsory schooling or harm their health, safety or development.

If child labour is found, the business partner must take remedial action in the best interests of the child, including support for schooling. In high-risk countries, business partners should have procedures for age verification and should allow regular independent inspections.

#### **5.2 Forced labour and human trafficking**

All forms of forced, bonded, prison and involuntary labour, and human trafficking, are prohibited (ILO Conventions 29 and 105). Workers must be free to leave their employment with reasonable notice and to leave the workplace after their shift.

Employers must not keep workers' identity documents, passports or work permits, and must not require deposits. Workers must not pay recruitment fees or related costs; if they have, the employer must repay them.

#### **5.3 Terms of employment**

All workers must have a written employment contract, in a language they understand, before they start work. The contract must state at least the names of the employer and employee, the employee's date of birth, job description, wages, working hours, overtime arrangements and notice period.

#### **5.4 Wages and benefits**

Wages must at least meet the legal minimum wage or the applicable collective agreement, whichever is higher (ILO Conventions 26 and 131). Wages must be paid on time, at least once a month. Workers must receive a pay slip each pay period showing days worked, gross pay, overtime hours and rate, bonuses, deductions and net pay. Deductions from wages as a disciplinary measure are prohibited.

Workers must receive all legally required benefits and paid leave. Business partners should work towards wages that give workers and their families a decent standard of living.

### **5.5 Working hours**

Working hours must comply with national law. Regular working hours must not exceed 48 hours a week, and total working hours including overtime must not exceed 60 hours a week, except in genuine emergencies. Workers must have at least one day off in every seven-day period (ILO Convention 1).

Overtime must be voluntary and must be paid at least at the legal premium rate.

### **5.6 Non-discrimination and harassment**

Discrimination in hiring, pay, promotion, training or dismissal is prohibited, including on the grounds of gender, gender identity, sexual orientation, ethnicity, skin colour, religion, age, disability, pregnancy, marital status, nationality, political opinion, union membership or social background (ILO Conventions 100 and 111).

Physical, sexual, psychological and verbal harassment and abuse are prohibited. Disciplinary measures must be lawful, proportionate and documented. Business partners should actively promote equality and inclusion, including women's rights in the workplace.

### **5.7 Freedom of association and collective bargaining**

Workers must have the right to form and join trade unions of their choice and to bargain collectively, or to refrain from doing so, without fear of reprisal (ILO Conventions 87 and 98). Where these rights are restricted by law, the business partner must not prevent workers from electing their own representatives (ILO Convention 135).

Business partners should keep an ongoing dialogue with worker representatives on working conditions and wellbeing.

## **6. HEALTH AND SAFETY**

Business partners must provide a safe and healthy working environment and take preventive measures to minimise the risk of accidents and work-related illness (ILO Conventions 155 and 187). Business partners must have a health and safety management system that includes regular risk assessments.

At a minimum, business partners must ensure that:

- workers receive appropriate protective equipment free of charge, and training in how to use it;
- first aid equipment and firefighting equipment are available and maintained;
- emergency exits are clearly marked and never blocked or locked;
- an evacuation plan is visible to all workers and evacuation drills are carried out regularly;
- workers receive regular health and safety training, including fire safety;
- workers have access to clean drinking water and sanitary facilities, and any housing provided is safe and hygienic;

- workers can refuse unsafe work and report hazards without fear of reprisal.

Accidents and work-related illnesses must be recorded and investigated. Business partners should have regular workplace safety reviews carried out by independent third parties.

## **7. ENVIRONMENT AND CLIMATE**

### **7.1 Environmental compliance and management**

Business partners must comply with all applicable environmental laws and hold all required permits, including for air emissions, water use, wastewater, waste and hazardous substances. Business partners should have an environmental management system, such as ISO 14001, and should work continuously to reduce their environmental impact.

### **7.2 Climate**

Business partners should measure their greenhouse gas emissions (Scope 1 and 2, and relevant Scope 3), set reduction targets and work to improve energy efficiency and increase the use of renewable energy.

On request, business partners must provide Speeron with information on the greenhouse gas emissions related to the products and services they deliver to us, such as product carbon footprints or emissions data by product category.

### **7.3 Resources, waste and packaging**

Business partners should use resources efficiently and reduce waste through reuse and recycling. Products should be designed for durability, repair and recycling where possible. Packaging should be kept to a minimum and be recyclable, and must comply with applicable EU packaging rules for products placed on the EU market.

## **8. CHEMICALS, PRODUCT COMPLIANCE AND RESPONSIBLE MINERALS**

### **8.1 Chemicals**

Business partners must handle, store, use and dispose of chemicals safely and in line with applicable law and each product's Safety Data Sheet. Workers handling chemicals must receive training and protective equipment.

### **8.2 Product compliance**

Products delivered to Speeron must comply with all applicable EU product requirements, including:

- REACH (Regulation (EC) No 1907/2006), including information on Substances of Very High Concern (SVHC) above 0.1% by weight;
- RoHS (Directive 2011/65/EU) on restricted hazardous substances in electrical and electronic equipment;
- WEEE (Directive 2012/19/EU) on waste electrical and electronic equipment;
- applicable rules on batteries, packaging, CE marking and energy labelling.

On request, suppliers must provide declarations of conformity and test reports. Suppliers manufacturing products for Speeron must also meet the requirements in the Speeron Quality Assurance Agreement, which is shared with suppliers as part of the contract.

### **8.3 Responsible minerals**

Suppliers of electronic products and components must exercise due diligence on the sources of tin, tantalum, tungsten and gold (3TG) and cobalt in their products, in line with the OECD Due Diligence Guidance and the EU Conflict Minerals Regulation (EU) 2017/821. Suppliers must not knowingly source minerals that finance armed conflict or are linked to serious human rights abuses.

On request, suppliers must provide a Conflict Minerals Reporting Template (CMRT) or equivalent information on smelters and refiners in their supply chain.

## **9. DATA PROTECTION, INFORMATION SECURITY AND TRANSPARENCY**

### **9.1 Data protection**

Business partners that process personal data on behalf of Speeron or our customers must comply with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Such processing must be governed by a data processing agreement.

### **9.2 Information security and confidentiality**

Business partners must protect confidential information belonging to Speeron, our customers and their guests against unauthorised access, use or disclosure. Business partners with access to Speeron's systems, or that deliver software, hardware or connected devices, must apply appropriate technical and organisational security measures. They must notify Speeron without undue delay of any security incident that affects Speeron or our customers.

### **9.3 Supply chain transparency and due diligence**

Business partners must inform Speeron of all production units and subcontractors used to produce for Speeron. Unauthorised subcontracting is not permitted.

Business partners should identify, assess and address risks to people and the environment in their own supply chains, focusing on the highest risks, such as high-risk countries and high-risk materials. On request, business partners must provide information on the sites and subcontractors involved in production for Speeron.

## **10. MONITORING, CORRECTIVE ACTION AND CONSEQUENCES**

### **10.1 Acknowledgement**

All suppliers must acknowledge this Code before a business relationship is established, through the supplier agreement or Speeron's supplier acknowledgement form.

## 10.2 Monitoring

Speeron follows up compliance based on risk. Follow-up may include supplier self-assessment questionnaires, requests for documentation and certificates, and audits. Speeron, or a third party appointed by Speeron, may carry out announced, semi-announced or unannounced audits at any supplier or production unit producing for Speeron. Business partners must give access to relevant sites, documents and records, and allow confidential interviews with workers.

## 10.3 Corrective action

If a business partner does not meet this Code, Speeron will work with it to resolve the issue:

1. The business partner must inform Speeron as soon as it becomes aware of a breach.
2. The business partner must agree a corrective action plan with Speeron, with clear actions and deadlines.
3. Speeron follows up that the actions are carried out.

## 10.4 Consequences

Serious breaches, such as child labour, forced labour, corruption or threats to life and health, or a failure to carry out agreed corrective actions, may lead to suspended orders or termination of the business relationship. Speeron's preference is to stay engaged and improve conditions where this is possible.

## 11. REPORTING CONCERNS

Anyone, including business partners, their workers and other stakeholders, can report suspected breaches of this Code to Speeron, anonymously if they wish, through our whistleblower channel. Reports are handled confidentially, and Speeron does not accept retaliation against anyone who reports a concern in good faith.

Business partners must have a grievance mechanism through which their own workers can raise concerns confidentially and without fear of reprisal.

## DOCUMENT INFORMATION

|                       |                                    |
|-----------------------|------------------------------------|
| <b>Document</b>       | Speeron Supplier Code of Conduct   |
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