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## INTRODUCTION

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All suppliers, business partners and subcontractors that conduct business with Instabee Holding AB or any company within the Instabee Group (“**Instabee**”) shall adhere to the same standards and principles as Instabee regarding business ethics, sustainability and legal and regulatory compliance. Therefore, Instabee has drawn up this Business Partner Code of Conduct (the “**Code**”). The Code applies to all suppliers, business partners, subcontractors and any other third-parties providing goods or services to companies within the Instabee Group and/or that otherwise conduct business with or on behalf of Instabee, collectively defined hereinafter as “**Business Partners**”.

In the case that any or part of the goods or services provided by the Business Partner is subcontracted to another party, the subcontractor must accept and comply with the terms and conditions set forth in this Code or other terms at the level, or exceeding the level, set forth in this Code. It is the responsibility of the Business Partner to ensure that all requirements are met, both within the own organisation as well as in the supply chain.

While this Code applies to all business conducted with, on behalf of or related to Instabee, more specific or individual compliance, ethical and sustainability requirements and targets may be defined in individual commercial agreements.

This Code is based on international standards and specifies minimum requirements for compliance. In case of discrepancies between this Code, applicable law and regulations and/or contractual obligations set out by Instabee, the strictest standard applies. The Code represents Instabee’s values and commitments towards customers, other business partners, the community and the environment. Therefore any breach of the Code by a Business Partner or their subcontractor or supplier must be reported by the Business Partner to Instabee and immediately cured. All breaches are considered by Instabee as serious breaches against the partnership and may result in termination of any contract, the imposition of applicable fines, and cause Instabee to consider ending any further business relationship.

## STATEMENT ON RESPONSIBLE BUSINESS CONDUCT

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Instabee supports internationally agreed conventions and standards on human rights, labour rights and responsible business conduct, including the UN Universal Declaration of Human Rights, the ten principles of the UN Global Compact, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the International Labor Organization Declaration on Fundamental Principles and Rights at Work as well as the the eight core conventions of ILO regarding forced labour, child labour, discrimination, freedom of association, and the right to collective bargaining (no. 29, 87, 98, 100, 105, 111, 138, and 182). Instabee requires all Business Partners to adhere to the principles set out in these conventions and standards.

Instabee condemns all forms of slavery, torture, cruel, inhuman or degrading treatment, working conditions that are a threat to life or health and child labour. Instabee is committed to protecting the environment, safeguarding biodiversity and mitigating climate change.

We will assess the implications to human rights and other sustainability matters of our business decisions. Instabee takes this responsibility seriously and wants to contribute to ensuring that our Business Partners and ourselves live up to this responsibility.

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## **LEGAL AND CONTRACTUAL COMPLIANCE**

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Business Partners and their subcontractors and suppliers shall comply with all laws and regulations applicable to its business as well as the practices of their industry and, to the extent legally permissible, contractual obligations. If applicable local legislation stipulates more stringent requirements than this Code, then the local law shall apply instead of this Code. When providing goods or services to, on behalf of or related to Instabee, it is the responsibility of the Business Partner to ensure that all subcontractors and suppliers within the supply chain meet the same or stricter requirements as those imposed on the Business Partner in this Code. Instabee expects and the Business Partners are encouraged to apply corresponding requirements in all its business relations.

### **Privacy, Information Security and Confidentiality**

The Business Partner shall adhere to all applicable laws and regulations on protection of personal data, e.g. GDPR, as well as any contractual term with Instabee.

The Business Partner is also obligated to adhere to all applicable laws, regulations and contractual obligations related to information security and must refrain from revealing any non-public information. The Business Partner must prioritise safeguarding the confidentiality, integrity and availability of any data entrusted to them during and after their association with Instabee. The level of security and control measures taken by the Business Partner must always match the sensitivity, significance, and importance of the information processed throughout its lifecycle. The Business Partner must protect and only make authorised use of confidential information.

### **Sanctions and Export Control**

The Business Partner, including any persons directly or indirectly owning or controlling it, entities within its group and their respective legal representatives (including directors and executive officers), employees and subcontractors ("**Related Persons**"), must comply with and shall not violate any applicable economic, financial or trade sanctions, import or export bans, trade embargoes or similar restrictive measures in force from time to time, including those administered by the European Union, the United States, the United Nations, the United Kingdom and other jurisdictions ("**Sanctions and Export Control Laws**").

The Business Partner in particular must ensure that the Business Partner, any persons directly or indirectly owning or controlling it, and its Related Persons are not recorded on any applicable sanctions list under Sanctions and Export Control Laws.

Business Partners shall have adequate controls to ensure its and its suppliers' compliance with Sanctions and Export Control Laws, including third party screening and due diligence.

### **Anti-Corruption and Anti-Bribery**

Business Partners must comply with all applicable local, national and international regulations related to anti-corruption (eg. UK Bribery Act and Foreign Corrupt Practices Act). Business Partners shall not tolerate or participate in any form of corruption (neither directly nor indirectly), whether it is bribery or accepting or granting any undue advantages or benefits in order to obtain or retain business. The same applies for other forms of influence such as fraud, extortion, embezzlement or similar acts. Appropriate internal regulations shall be implemented across Business Partners to uncover relevant influences and to prevent them. In addition, Business Partners are obliged to report any act or suspicion of corruption. The Business Partner shall disclose all actual or potential conflicts of interests or other situations where corruption is considered a risk to Instabee.

### **Fair competition**

Business Partners must refrain from sharing information or entering into discussions or agreements concerning market sharing, pricing or similar actions which could have anti-competitive effects with competitors.

## **HUMAN RIGHTS AND LABOUR RIGHTS**

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Workers, full or part time employees, freelancers and contractors are collectively referred to as Employees in this Code.

### **Human Rights**

Business Partners must at all times respect and support internationally recognised human rights. Business Partners shall ensure that they are not complicit in any violations of human rights, and shall have adequate procedures in place to proactively assess, and manage risks of causing, contributing to or being linked to human rights violations.

### **Child labour**

Employment of children in violation of applicable legislation or this Code (whichever is stricter) is strictly prohibited. Business Partners shall employ only those Employees who meet the minimum age criterion of 15 years or legal minimum age for working in any specific country, whichever is greater. Further, Employees below 18 years of age may never be employed, or asked to perform any work, in hazardous conditions<sup>1</sup>. All applicable local laws relating to employment of minors including employment, wages, working hours, overtime and working conditions shall be complied with by the Business Partner.

### **Forced labour**

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<sup>1</sup> Examples of hazardous conditions include, but is not limited to, (i) working as a driver (ii) at heights, or in confined spaces; (iii) with dangerous machinery, equipment, or tools, or involving handling of heavy loads; (iv) in unhealthy environments exposing the worker to hazardous substances, agents, processes, temperatures, noise, or vibration damaging to health; or (v) under difficult conditions, such as long hours, late night, or confinement by employer.

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All forms of forced and bonded labour are prohibited including compulsory overtime. All work must be voluntary, including the right for Employees to be able to end their employment without any restrictions such as excessive notice periods or fines. It is strictly prohibited to force Employees to work if they have notified the Business Partner about their inability to work due to sickness.

### **Harassment and abuse**

Employees must be treated with respect and dignity and may not be subject to any form of physical abuse or discipline, corporal punishment, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation. Employees must be able to express criticism and concerns about conditions in the workplace to their supervisor or management without fear of retribution, loss of employment or other reprisals.

### **Organisation**

Employees shall be provided with the terms and conditions for their employment in writing. Business Partners shall recognise and respect Employees' rights to form or join associations and to collective bargaining, including the right to choose not to do so.

### **Discrimination**

All Employees must be treated equally and without discrimination. Employees must not be subjected to discrimination in employment, including hiring, compensation, promotion or discipline, on the basis of gender, race, religion, age, disability, sexual orientation, pregnancy, nationality, political opinion, trade union affiliation, social or ethnic origin or other status protected by law.

### **Working conditions**

The Business Partner shall comply with all applicable local laws and mandatory industry standards regarding working conditions, including but not limited to working hours, overtime, compensation, rest breaks, pension and insurance. Employees must also be provided with other legally mandated benefits, including holidays, leaves, and statutory compensation at the time of ending employment.

The Business Partner must offer all Employees compensation and other remuneration that, at a minimum, complies with applicable law and applicable collective bargaining agreements. Employees shall be paid in a timely manner and all Employees shall be provided with a written employment contract where the salary is clearly stated. No deductions as a disciplinary action shall be allowed, except in cases where this is regulated by law or a collective bargaining agreement. Working hours, including overtime, shall comply with applicable legislation and applicable collective bargaining agreements. All working hours shall be recorded unless otherwise is prescribed therein. All Employees shall be entitled to sufficient rest periods during and between shifts and to days off and vacation in accordance with applicable legislation or collective bargaining agreements.

The Business Partner is not obliged to be bound by any collective bargaining agreements, unless otherwise follows by local applicable law or regulations, but shall ensure that the *main provisions for the benefit of the employees* in general applicable collective bargaining agreement(s) most widely used in the applicable sector are (i) implemented, met and fulfilled or (ii) surpassed, should these provisions be stricter than applicable laws. *Main provisions for the benefit of the employee* shall include salary levels, additions for inconvenient working hours, vacation pay, insurance coverage and complimentary pension. The Business Partner shall be responsible for and shall ensure that its subcontractors (if any) will (i) implement, meet and fulfill or (ii) surpass the same conditions.

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### **Work environment, health and safety**

The Business Partner shall comply with all legal and industry standards regarding occupational health and safety and provide Employees with a safe, healthy, hygienic and hazard free work environment. The Business Partner shall manage and review workplace hazards and provide and take all relevant measures to prevent accidents, injury and disease in the workplace by minimising the cause of hazards. The Business Partner shall provide Employees access to basic necessities as required by applicable legislation, such as clean water, bathrooms and break rooms.

The Business Partner shall provide the Employees with adequate safety training and personal protective equipment and tools necessary to perform their work in a safe and efficient manner. The Business Partner shall ensure that all Employees have relevant permits, licenses, professional training and qualifications to perform their work.

### **Drugs**

Business Partners must ensure that Employees do not carry out any work under the influence of alcohol or any other drugs.

## **ENVIRONMENTAL PROTECTION**

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### **Environmental compliance**

All Business Partners have a responsibility to comply with all relevant and applicable environmental laws and regulations, including to obtain, maintain and comply with all required permits and licenses for its operations.

### **Environmental impact**

Environmental care is considered an important part of all business conducted by Instabee and we expect the same from our Business Partners. All Business Partners shall apply a precautionary approach and take reasonable measures to avoid and reduce any adverse impact on human health, the environment, biodiversity and the climate by promoting sustainability in all operations.

Business Partners are encouraged to measure, set targets and take action to continuously improve their performance in relation to environmental and biodiversity protection and mitigation and adaptation to climate change. Business Partners shall take measures to improve efficiency in its use of energy and natural resources and environmentally friendly technique, and to reduce its negative impact on climate by continuously reducing direct and indirect greenhouse gas emissions.

### **Hazardous substances**

Any hazardous substances and chemicals must be handled responsibly and in compliance with applicable laws, regulations and industry standards. To the extent possible, substitution to less hazardous substances shall be made.

### **Information requirements**

Business Partners shall at Instabee's request provide information about environmental data, including information that can be used to calculate CO<sub>2</sub>e emissions (e.g. in the form of kWh, kg or litre of a 'good'), and measures taken by the Business Partner to reduce impact on the environment.

## **COMPLIANCE WITH THE CODE**

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### **Management systems and monitoring**

Business Partners agree to implement adequate measures to prevent and mitigate breaches against this Code as well as adverse impacts in Business Partners own and its subcontractors' and suppliers' operations. Such measures include, but are not limited to, policies, compliance management systems and continuous assessments of own operations and subcontractors as well as ensuring Employees', subcontractors' and suppliers' adherence to the principles set out in this Code.

Business should, as a minimum in accordance with legal requirements, have processes in place to ensure that its personnel can raise concerns without fear of retaliation.

### **Reporting**

Business Partners are obliged to report any material non-compliance with this Code by the Business Partners, or any subcontractors or suppliers involved in providing goods or services to or on behalf of Instabee, without undue delay.

### **Right to information and audit**

Business Partners shall at Instabee's request and without undue delay provide Instabee with information reasonably required to assess compliance with this Code.

Business Partners agree that representatives of Instabee or an organisation nominated by Instabee can perform audits of the Business Partner to ensure compliance with this Code. The right to audit includes, but is not limited to, the right to inspect the Business Partners' facilities, vehicles, permits, agreements, relevant documentation, bookkeeping and/or Employees. Such inspections may take place on an unannounced basis whereby the inspectors are granted immediate access to, for example, information, the Business Partners' facilities and vehicles. Any inspections should be conducted without causing unreasonable disruption to the Business Partners' or its subcontractors' or suppliers' daily operations.

Business Partners shall ensure that a corresponding right to information and audit is secured in relation to its subcontractors or suppliers, and shall at Instabee's request assist Instabee by requesting information or carrying out audits of such subcontractors or suppliers, as well as providing Instabee with the results thereof.

### **Effects of non-compliance**

In case of a breach of this Code, Instabee is entitled to require that the Business Partner (or its subcontractors or suppliers, as the case might be) take corrective measures. Any breaches that are of a non-rectifiable nature, or that are not cured in a reasonably swift time, are considered material breaches under any agreement with Instabee, which entitles Instabee to immediately terminate such agreement(s) without any right to compensation for the Business Partner. Stricter regulations with regards to effects of non-compliance might apply in specific agreements between Instabee and the Business Partner and such stricter regulations will take precedence.

### **Code of Conduct – Confirmation**

All Business Partners to Instabee Holding AB or any subsidiaries in the Instabee Group must comply with the at all time applicable version of the Code of Conduct - Business Partners to Instabee Group, adopted by the board of Instabee Holding AB and active as of 27 April 2023, or updated thereafter from time to time, in the sole discretion of Instabee Holding AB (the “**Code**”). All Business Partners have to confirm that they have read and understood its contents and the fact that they are obliged to follow the Code, on their own behalf, on behalf of all its Employees and its subcontractors and suppliers.

It is acknowledged and agreed that Instabee Holding AB and its subsidiaries may at any time, solely and in its sole discretion, revise, update or otherwise amend the Code by the publication of a new version on its website. Each Business Partner will be bound by the new version of the Code when published on the Instabee website. Instabee Holding AB or any of its subsidiaries undertake to send out a notice when a new version of the Code is published for information purposes.

In the capacity as a signatory for the Business Partner, on such party’s own behalf and on behalf of all Employees, subcontractors, suppliers, agent or other partners of such Business Partner, I hereby confirm:

1. That I have read and understood and that I undertake to fully comply with the from time to time applicable Code, and that non-compliance with the Code is considered a material breach under any agreement with Instabee Holding AB and its subsidiaries which entitles to immediate termination thereof.
2. That I will follow the Code, in its from time to time applicable form, published on Instabee’s website, going forward and as long as I am concerned by the Code.

**Date and place:**

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**Name of Business Partner:**

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**Signature by authorized representative:**

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**Full name and title of signatory:**

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