# Samhall's Code of Conduct for Suppliers

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## Introduction

Samhall is a state-owned company with the mission to create meaningful jobs for people with disabilities.

By matching the right person to the right job in competitive customer assignments, new job opportunities are created each year for thousands of individuals who have previously been far from the labour market. At the same time, Samhall delivers high-quality services and goods to companies and organizations across the country. Samhall strives to maximize value for employees, customers, and society at large.

The purpose of Samhall's Code of Conduct for Suppliers (hereafter referred to as the "Supplier Code") is to outline the fundamental sustainability requirements and expectations placed on all suppliers to Samhall, regarding compliance with legislation, human rights, working conditions, environmental responsibility, business ethics, and data protection.

The Supplier Code applies to all subcontractors and suppliers throughout the value chain who deliver goods and/or services to Samhall, including subsidiaries or affiliated entities, their respective employees and agents (hereafter individually and collectively referred to as "Suppliers"). This Supplier Code also includes agents, intermediaries, contractors, and consultants as Suppliers. "Employee" refers to any person working for a subcontractor, supplier, or their subcontractors, including but not limited to permanent employees, temporary staff, consultants, contractors, interns, and others.

At Samhall, we are committed to maintaining a high standard of integrity and sustainability, and we expect our Suppliers to act in accordance with the same standards. We expect our Suppliers to conduct their operations in a manner that respects human rights and addresses social and environmental issues, in line with the principles of the Universal Declaration of Human Rights, International Labour Organization (ILO) conventions, OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, UN Guiding Principles on Business and Human Rights, UN Convention on the Rights of Persons with Disabilities, UN Global Compact, and the UN Convention on the Rights of the Child (CRC).

We expect all our Suppliers and their subcontractors to comply with all applicable laws and regulations. The requirements expressed in this Supplier Code are an important part of supplier assessment and selection. We also expect our Suppliers to pass these principles down the supply chain.

# 1. Human Rights

The Supplier shall be aware of and manage actual or potential negative impacts on human rights that they cause or contribute to, or that are directly linked to their operations, products, or services.

#### a. Child Labour

The Supplier must not engage in or permit child labour. All forms of child labour shall be prohibited in the Supplier's operations in accordance with ILO conventions, the UN Convention on the Rights of the Child, and applicable national legislation. The Supplier shall prevent all forms of child labour and respect children's rights to personal development and education. The Supplier must have a documented procedure to ensure immediate action if a subcontractor is found to be using child labour.

#### b. Forced Labour

The Supplier must not engage in or support forced labour or any work that is not voluntary. Work must always be performed voluntarily and for lawful compensation. Workers shall have the right to freely enter into and terminate employment with reasonable notice in accordance with applicable legislation.

#### c. Freedom of Association

The Supplier shall treat its employees fairly based on their qualifications and competence and respect their right to freedom of association and collective bargaining, in accordance with applicable laws and regulations.

#### d. Conflict Minerals

The Supplier shall take reasonable steps to ensure that materials and products delivered to Samhall do not originate from conflict or high-risk areas, meaning they do not contain conflict minerals or cobalt that contribute to war, armed conflict, or violations of human rights.

# 2. Working conditions

Samhall requires that the Supplier ensures all employees and individuals working under the Supplier's control are offered good working conditions in accordance with all applicable laws and regulations.

#### a. Discrimination

Samhall has zero tolerance for discrimination in the workplace, whether it concerns employees or representatives of business partners. The Supplier must not discriminate against anyone in recruitment, promotion, salary payments, or other employment conditions. Discrimination must not occur based on gender, gender identity or expression, age, ethnicity, religion or belief, disability,

sexual orientation, or any other characteristic protected under applicable national legislation or international human rights principles.

### b. Wages and Employment Conditions

The Supplier shall ensure that a normal workweek complies with relevant labour standards. The Supplier must follow all applicable laws and regulations regarding working hours, including rules on maximum working hours and the right to breaks and leave. Compensation paid to employees must meet the requirements of all applicable wage regulations, including statutory minimum wages where applicable, overtime pay, and statutory benefits. The right to paid leave (e.g., vacation, parental leave, sick leave) must be ensured. All employees shall have the right to a written employment contract.

### c. Health and Safety

All employees shall have access to health and safety information. If the Supplier provides accommodation, it must meet safe and acceptable standards. The Supplier is responsible for providing a safe and healthy working environment in accordance with applicable laws and regulations.

Relevant protective measures, procedures, information, training, and equipment must be in place to identify, record, assess, manage, and address occupational risks and safety incidents, as well as prevent accidents. All serious occupational incidents, accidents, or fatalities linked to the Supplier's business relationship with Samhall must be reported immediately to Samhall through the communicated contact channels. The Supplier is also obliged to cooperate with and support Samhall in conducting investigations.

## d. Dignity and Respect

The Supplier shall treat its employees, partners, and other workers with dignity and respect. The workplace must be free from abusive and inhumane or degrading treatment, such as sexual harassment, sexual assault, corporal punishment, torture, psychological or physical coercion, and threats of such treatment.

# 3. Environment

Samhall expects the Supplier to work continuously and systematically toward improved environmental performance by setting goals, measuring, and reporting progress in all essential environmental areas. The Supplier must comply with all locally applicable environmental laws and regulations.

The Supplier is expected to identify and assess actual and potential significant environmental and climate-related impacts in its operations, including products and services. The Supplier shall take reasonable and appropriate measures to prevent or reduce negative impacts on society and the environment.

## a. Environmental Responsibility

The Supplier shall reduce its environmental impact by managing waste, chemicals, emissions, and resource consumption responsibly. The Supplier is expected to work preventively to avoid pollution and negative environmental effects.

Upon request, the Supplier must be able to provide relevant information, including action plans and procedures for environmental work. All environmental incidents and accidents occurring within the scope of the assignment must be reported immediately to Samhall. The Supplier is also responsible for ensuring that its subcontractors meet equivalent environmental requirements.

## b. Climate Change

The Supplier is encouraged to take measures to reduce greenhouse gas emissions, increase energy efficiency, and promote the use of renewable energy. The Supplier is expected to support the goals of the Paris Agreement to limit global temperature rise to 1.5 degrees Celsius compared to pre-industrial levels. If possible, and when required by Samhall, the Supplier shall implement science-based targets to reduce emissions and achieve net zero emissions by 2045.

#### c. Chemicals

All chemicals must be handled in accordance with applicable legislation. Chemicals must be properly labelled and stored safely. Safety data sheets must be available for all chemicals used in the operations.

#### d. Water and Wastewater

Management of wastewater and sewage must comply with applicable laws and regulations. Waste, especially hazardous waste, must be handled responsibly according to applicable legislation and regulations.

# 4. Business Ethics and Data Protection

The Supplier shall commit to adhering to the highest standards of business ethics and data protection. Samhall does not tolerate any form of unethical business practices that violate the principles of honesty, integrity, and fairness. All manufacturing, supply, sales, and marketing must comply with applicable laws and regulations. The Supplier must be able to account for its production chain to the greatest extent possible.

## a. Anti-Corruption

The Supplier must not engage in or tolerate any form of corruption, extortion, or embezzlement. The Supplier must not offer or accept bribes, personal services, or other improper benefits to gain undue advantages in business relationships.

Samhall is restrictive with gifts, entertainment, and compensation that may influence, or be perceived to influence, the business relationship. Any benefit that affects behaviour shall be considered impermissible.

## b. Fair Competition

The Supplier shall adhere to the principles of free enterprise and fair competition and must ensure that no employee participates in discussions or agreements with competitors regarding price fixing, market division, bid rigging, or similar practices.

#### c. Conflicts of Interest

A conflict of interest arises when personal interests or activities conflict with, or may be perceived to conflict with, the best interests of Samhall or the Supplier. The Supplier is expected to openly disclose any actual or potential conflict of interest in relation to the business relationship with Samhall.

#### d. Data Protection

When processing personal data, the Supplier must comply with applicable data protection legislation, such as the EU General Data Protection Regulation (GDPR) 2016/679.

# 5. Whistleblowing

Suspicions of violations of the Supplier Code, irregularities in working conditions, environmental crimes, bribery, corruption, embezzlement, or illegal activities can be reported anonymously via Samhall's whistleblowing function at www.samhall.se.

No one shall be subjected to retaliation for reporting something in good faith.

# 6. Monitoring and Compliance

Samhall expects the Supplier to have read and understood this Supplier Code and to take necessary actions to ensure compliance with it. Samhall may request verification of compliance.

#### a. Audits and Documentation

Samhall reserves the right to verify the Supplier's compliance with this Supplier Code through dialogue, self-assessments, and/or site visits. Samhall also has the right to interview the Supplier's personnel and review relevant, accurate, and complete documentation. Audits may be conducted by Samhall or by an independent third party appointed by Samhall.

## b. Reporting Deviations

The Supplier is obligated to regularly report deviations in relation to this Supplier Code and take corrective actions, including among any subcontractors. Samhall may request a corrective action

plan if needed. In case of questions or concerns regarding a potential conflict with the Supplier Code, the Supplier is encouraged to contact Samhall.

# 7. Supplier Commitments

By signing this document with an advanced electronic signature in accordance with Regulation (EU) No 910/2014 (the eIDAS Regulation) the Supplier confirms that the company and any subcontractors comply with the requirements of this Supplier Code when delivering goods and services to Samhall. The date of signing is shown in the digital signature.

# 8. Updating the Supplier Code

This Supplier Code may be revised or updated as needed. The latest version is always available on Samhall's website www.samhall.se.

It is the Supplier's responsibility to stay informed about the current version of the Supplier Code.