

## SECTO GROUP COMANIES' SUPPLIER CODE OF CONDUCT

### 1. INTENTION AND SCOPE

This Supplier Code of Conduct (hereinafter referred to as "SCC") embodies the values and operating principles according to which Secto Group Companies (hereinafter referred to as "Secto") operate. The intention of this SCC is to ensure the implementation of the same responsible operating principles throughout the supply chain of Secto and to help Secto to create long-term cooperative relationships with the suppliers to share the same values and responsible operating methods.

- 1.1. At Secto responsibility is our core value, and the cornerstone of our strategy. Our value proposition is to offer "Hassle-free and sustainable driving" and our suppliers play an important role in making this possible.
- 1.2. The requirements of this SCC are based on widely recognized international standards such as the eight core labour conventions of International Labour Organization and the United Nations Universal Declaration of Human Rights.
- 1.3. For the purposes of this SCC, the "Supplier" means any supplier and any business entity affiliated to such supplier (by way of consolidation in the same group of companies or throughout its own supply chain) of deliverables including without limitation supplies, goods, services, consultation, equipment, and products to Secto.

Secto reserves the right to make changes to this document. The latest version can be found at [www.secto.fi](http://www.secto.fi)

### 2. BUSINESS CONDUCT

The Supplier shall ensure good business practices in all its business activities and comply with the law and regulations applicable to its operations.

- 2.1. The Supplier shall have zero tolerance towards corruption and bribery. The Supplier shall ensure that all parties acting on its behalf comply with the same principles and do not offer or accept bribes or other inappropriate payments including lavish gifts, coverage of hospitality or travel expenses.
- 2.2. The Supplier shall avoid and prevent all possible conflicts of interest with Secto and with its other business partners. A conflict of interest is a situation where personal interests might affect Secto's ability to make objective decisions such as Secto's employee or his/her immediate family member at another duty at the Supplier with the management decision power. The Supplier shall inform Secto immediately when they detect a conflict of interest.
- 2.3. The Supplier shall compete in a fair manner in compliance with applicable anti-trust laws and regulations on anti-money laundering, privacy rules and applicable economic and trade sanctions.
- 2.4. The Supplier shall protect all confidential information provided by Secto or other parties and comply fully with data security legislation including EU GDPR (General Data Protecting Regulation).
- 2.5. To prevent all unethical business practices, Secto expects that its Supplier has the necessary processes and guidelines in place, implemented and trained for all parties acting on its behalf.

### 3. ENVIRONMENT

In all its activities, Secto's Supplier must strive to protect the environment and to minimize any adverse impacts arising from any of its activities.

- 3.1. The Supplier shall constantly aim to develop its operations towards being more environmentally friendly, explore and implement sustainable alternatives and technologies, and develop more sustainable operating models.
- 3.2. The Supplier should implement a precautionary approach towards their relevant environmental impacts and issues, and implement remediation, mitigation, and management activities for them.
- 3.3. The Supplier needs to work towards understanding and measuring their own material GHG (greenhouse gas) emissions and continuously aim to reduce their alignment with global and local GHG reduction goals.
- 3.4. The Supplier should work towards complying to applicable requirements of Regulation (EU) 2020/852 (Taxonomy) of the European Parliament and of the Council, of 18 June 2020 and the Technical Annex on Updated methodology & Technical Screening Criteria (March 2020), to the extent required by authorities or other relevant stakeholders.

### 4. LABOUR AND HUMAN RIGHTS

The Supplier must not under any circumstances use or allow any kind of forced or child labour or do business with parties who do so.

- 4.1. The minimum working age is 15 years old. The Supplier shall protect workers between ages 15 - 17 from work which may harm their safety, health, or morals.
- 4.2. The Supplier shall comply with applicable laws and regulations on working hours, minimum wages, overtime, breaks, rest time, sick leave, annual holidays, parental leave, and mandatory benefits. Supplier will also appropriately record these metrics.
- 4.3. The Supplier shall ensure equal remuneration. Every employee should be made aware of the key terms of employment prior to commitment to work.
- 4.4. The Supplier shall protect its employee's freedom of association, collective bargaining and right to organize freely.
- 4.5. The Supplier shall treat all its employees equally with respect and dignity and ensure that none of its employees faces physical, verbal, psychological or sexual harassment or abuse.
- 4.6. Every employee shall be treated equally regardless of origin, nationality, cultural heritage, religion, political opinion, or gender.
- 4.7. The Supplier shall consider the indigenous rights of employees and communities in their dealings together with their partners and their own employees and secure everyone's opportunities to practice their own culture.

### 5. HEALTH AND SAFETY

The Supplier is responsible for the health and safety of its employees.

- 5.1. The Supplier shall at least comply with the minimum standards according to national and local laws and regulations regarding the work environment.
- 5.2. The Supplier is expected to provide a safe and secure workplace. A safe and secure workplace means a work environment that prevents occupational injuries and illnesses, and where appropriate emergency procedures and equipment are provided.
- 5.3. The Supplier must educate and train employees in health and safety issues as well as introduce and maintain an adequate occupational health and safety management system.

### 6. MONITORING AND REPORTING

Secto expects its Supplier to have the appropriate processes, control systems and training in place to ensure and monitor the requirements of this SCC.

- 6.1. The Supplier shall immediately notify Secto of all known or suspected violations of this SCC. All Concerns and misconducts can be reported via Secto's Whistleblowing tool: <https://sectoautomotive.ilmoituskanava.fi>
- 6.2. All misconducts against this SCC needs to be solved without delay. Secto does not accept any kind of retaliation against an employee who reports a misconduct to the best of his/her knowledge.
- 6.3. Secto reserves the right to expect GHG reporting and audit its Suppliers. Violations of this code may at worst lead to the end of the current cooperation and/or the cancellation of the future business relationship.

### 7. APPLICABILITY

As a Secto's Supplier, we as the Supplier sign this document to assure that we including our subcontractors are committed to the requirements of this SCC.

#### Acknowledged and approved

Place and date: \_\_\_\_\_

Company: \_\_\_\_\_

Signature(s): \_\_\_\_\_