

1. INTRODUCTION

The Code of Conduct ('Code') provides the guidelines for any third party contracting with Milvik AB (BIMA) or any of its subsidiaries. This Code is based on the principles and conventions laid down under the International Labour Organization, Ethical Trading Initiative, United Nations Global Compact and OECD Guidelines for Multinational Enterprises.

The Code applies to suppliers, business partners and any other third party providing goods or services to BIMA or any of its subsidiaries, collectively defined hereinafter as 'Business Partners'. Where any or part of the goods or services provided by the Business Partner is subcontracted to another party, the Sub-contractor must accept and comply with the terms and conditions set forth in this Code.

This Code specifies minimum standards and may be modified by subsidiaries where local regulations define more stringent requirements. Any undisclosed breach of the Code by a Business Partner or their sub-contractor will constitute a material breach of contract and may result in termination of the contract with BIMA or its subsidiaries.

2. EMPLOYMENT PRACTISES

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

2.1. Child labour:

Employment of children in any form is strictly prohibited. No person may be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. In cases where local legislation stipulates a higher minimum age, the higher limit shall apply. Further, workers below 18 years of age may not be employed in hazardous conditions.¹ 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.

2.2. Forced labour:

All forms of forced and bonded labour are prohibited including compulsory overtime. Workers must be able to voluntarily end their employment without any restrictions. Any restrictions on employees to voluntarily end their employment, such as excessive notice periods or substantial fines for terminating their employment contracts are prohibited.

2.3. 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

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

concerns about conditions in the workplace to their supervisor or management without fear of retribution, loss of employment or other reprisals.

2.4. Discrimination:

All Employees must be treated equally and without discrimination. Any work-related decisions shall be based on merit. Employees must not be subjected to discrimination in employment, including hiring, compensation, promotion or discipline, on the basis of gender, race, religion, caste, age, disability, sexual orientation, gender identity, pregnancy, marital status, nationality, colour, political opinion, trade union affiliation, social or ethnic origin or other status protected by applicable law. Effective measures are to be taken against the exploitation of migrant workers to protect them from all forms of discrimination and to offer them an appropriate support adequate to their special status.

2.5. Freedom of association and collective bargaining:

The rights of employees to lawfully associate or not to associate with groups of their choosing shall be respected, as per applicable laws. The right of employees to engage in collective bargaining as permissible by law shall also be recognised.

2.6. Regular employment:

To every extent possible work performed should be on the basis of recognised employment relationship established through national law and practice.

2.7. Wages and benefits:

Employees must be paid in a timely manner and at a rate not less than the minimum wage as required by the industry and local laws. Employees must also be provided with legally mandated benefits, including holidays, leaves, and statutory compensations at the time of ending employment. There may not be any disciplinary deductions from their pay.

2.8. Working hours:

Ordinary working hours must not exceed the legal limit and shall never exceed 48 hours per week. Business Partners must comply with applicable laws governing regular working hours and overtime hours. All overtime hours are voluntary and must be compensated as per legal requirements. Employees must be provided with at least 24 consecutive hours of rest in every 7 day periods. In addition to this, Employees must also be granted paid annual leave as per local employment regulations.

2.9. Housing facilities:

Business Partners shall comply with relevant legal requirements for housing facilities. No restrictions shall be applied which interfere with the workers right to leave the housing facility during their free time. There shall be an adequate number of clean toilets available. Business Partners shall also ensure reasonable living space, cleanliness, privacy, quietness, safety, personal hygiene and access to drinking water. The infrastructure of the buildings shall ensure the personal safety of the Employees.

3. WORKING CONDITIONS

3.1. Health and safety:

Employees must be provided with a safe, healthy, hygienic and hazard free work environment that does not pose any risk to employees' health or life. Business Partners shall take steps to prevent accidents, injury and disease in the workplace by minimizing the cause of hazards. Employees must be

provided with adequate safety training and equipment when handling hazardous material or working with dangerous tools. All production facilities must be equipped with appropriately stocked first aid kits.

3.2 Fire safety:

All Business Partners must comply with local laws and regulations related to fire protection at their offices and production facilities. Employees must be sufficiently trained about physical safety, emergency evacuation and other basic training to cope with a fire hazard. Emergency exits must be unlocked during working hours, aisles and exits must be kept clear, exits and evacuation routes must be sufficient to allow workers to exit safely. Evacuation plans and firefighting equipment must exist and be operational.

3.3 Certification and record keeping:

Business Partners shall obtain certification from relevant local authorities for all production or other facilities. A log of incidents and corrective action plans along with an updated status shall be maintained at all production facilities.

4 ENVIRONMENTAL PROTECTION

4.1 Environmental standards:

Environmental initiatives are considered an integral part of responsible manufacturing. Reasonable measures must be taken to avoid any adverse impact on human health and/or the environment by avoiding or minimising pollution from manufacturing activities, and promoting sustainable use of such resources as energy and water.

4.2 Severe pollution:

Business Partners shall manage all waste in a way that minimizes contamination of the environment, promoting programs to minimize the generation of waste, increasing recycling or reuse and disposing properly all wastes. Industrial wastewater discharged to bodies of water must be treated to acceptable levels before being discharged in compliance with local laws.

Business Partners shall ensure that all measures are taken to avoid severe pollution to the environment. Severe pollution is defined as pollution that is likely to spread widely from the site and where the effects will be very difficult or expensive to rectify.

4.3 Banned substances:

Business Partners shall ensure necessary controls are in place to ensure that hazardous and substances that are banned by international organisations will not be used in the manufacturing process.

5 COMPLIANCE

5.1 Local laws and regulation:

Business Partners and their sub-contractors shall comply with all local and national laws and regulations of the jurisdictions in which the suppliers are doing business as well as the practices of their industry. Business Partners and their sub-contractors shall further work with suppliers who are committed to meeting required standards as per local and national laws.

5.2 Anti-Corruption and Anti-Bribery:

Business Partners confirm that they comply with local, national and international regulations related to anti-corruption (eg. UKBA and FCPA). Business Partners do not tolerate or participate in any form of corruption, whether it is bribery or accepting or granting advantages or benefits. The same applies for other forms of influence such as fraud, extortion, embezzlement or similar acts. Appropriate internal regulations are 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 through our secure whistleblowing channel (below in section 7).

5.3 Gifts and entertainment:

BIMA recognizes that it is customary for some of its Business Partners to occasionally give small gifts to those with whom they do business. It is important, however, that these gifts do not affect an employee's business judgment, or give the appearance that judgment may be affected. Accordingly, BIMA and its employees must be very careful when it comes to accepting gifts. As a general rule, BIMA employees may accept gifts from Business Partners, provided the gift:

- does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale;
- would not embarrass BIMA or the gift giver if disclosed publicly;
- if valued US\$15 or above (even if promotional in nature), is reported to the recipient's managers and recorded in the BIMA gift register;
- does not exceed any specific limits established by local management; and
- would not prevent the recipient from awarding BIMA's business to one of the gift giver's competitors.

The following gifts are never appropriate:

- gifts of cash, or cash equivalent (such as gift cards or gift certificates);
- gifts that are prohibited by local law;
- gifts given as a bribe, payoff or kickback (for instance, in order to obtain or retain business or to secure an improper advantage); and
- gifts given in the form of services or other non-cash benefits (e.g., the promise of employment).

6 RIGHT TO INSPECT

Business Partners agree that representatives of BIMA, its subsidiaries or an organisation nominated by BIMA or its subsidiaries agent can inspect their or their sub-contractors production facilities to implement and monitor standards specified in this Code. Such inspections may take place on a surprise, unannounced basis whereby the inspectors are granted immediate access to the facilities.

7 WHISTLEBLOWING

It is important to us that all our employees abide by our high ethical standards, so that BIMA can be a clean and ethical business that we can all be proud of. If you encounter a BIMA employee who acts unethically, for instance by asking for gifts or kickbacks, we ask that you let us know.

BIMA has a secure whistle-blowing channel. Any messages you send can only be read by our global Head of HR (based in London, UK). Please email ethics@milvik.se or send a message through the secure whatsapp account: +447460757164. We will fairly investigate the information you give, and we will treat your information confidentially.