

# Supplier Code of Conduct.





## BACKGROUND AND PURPOSE

Atrium Ljungberg AB (publ.) (“Atrium Ljungberg”) develops sustainable places and properties where people will want to live, work and spend time – today and in the future. Places capable of handling urbanisation, societal transformation and climate change. Based on our vision “Our city – where everyone thrives” and Atrium Ljungberg’s core values, we adopt long-term responsibility in the development, construction and management of the Company’s properties.

In order to achieve this, Atrium Ljungberg believes in good cooperation based on long-termism, reliability and interaction. Atrium Ljungberg is committed to maintaining high standards for environmental, social and ethical behaviour and expects nothing less from its suppliers. Atrium Ljungberg also believes that with a capacity for innovation and a proactive attitude, we can jointly create the conditions for a better tomorrow - We can achieve more together than by working alone.

The purpose of this Code of Conduct (the “Code of Conduct”) is to define Atrium Ljungberg’s core principles and requirements regarding responsibility for nature, human rights and society, and to formalise Atrium Ljungberg’s expectations regarding supplier activity and behaviour. Furthermore, the Code of Conduct will help strengthen Atrium Ljungberg’s work with international standards such as the Universal Declaration of Human Rights, the ILO’s core conventions and the 10 principles of the UN Global Compact, the UN Guiding Principles on Business and Human Rights and the UN’s Agenda 2030 for Sustainable Development.

Atrium Ljungberg also has its own sustainability goals and is a member of Fossil-Free Sweden 2030, so it is incredibly important for that both we and our suppliers make vigorous efforts to significantly reduce our climate impact.

The Code of Conduct applies to all Atrium Ljungberg’s suppliers, contractors, consultants and other partners, collectively referred to herein as “Suppliers”.

## GENERAL REQUIREMENTS

Ensuring awareness of- and compliance with relevant legal requirements and other applicable regulations is the basis for compliance with the Code of Conduct.

### LAWS AND ORDINANCES

Suppliers shall follow applicable laws, orders and provisions relevant to their activity and in the countries where they operate. Suppliers shall also have all the permits, licenses, and registrations required for their operations, along with inspections and related reports. These shall be valid and available for inspection upon request.

All work shall be carried out under contracts concluded and authorised per applicable law. In the event that local laws and ordinances prove less stringent, the principles in this Code of Conduct shall take precedence. Where there is a direct contradiction between statutory local law and the principles in this Code of Conduct, local law shall take precedence, but the Supplier shall endeavour to uphold the intentions of the Code of Conduct.

### GOVERNANCE

Suppliers shall establish internal procedures to monitor and identify changes in applicable laws and ordinances. This includes, but is not limited to, the areas presented in the Code of Conduct.

Supplier risk assessments, policies, processes and procedures shall clearly communicate roles, responsibilities and instructions. These should take into account, and be proportionate to, the size, complexity and risks of the organisation.

### COMPLIANCE

Suppliers shall apply the requirements of the Code of Conduct within their own organisation and ensure that they are passed through their supply chains.

Cooperation shall be transparent, and Suppliers shall be able to demonstrate compliance with the requirements of the Code of Conduct upon request. Verification of compliance may take place through dialogue, self-assessment or audit conducted either by Atrium Ljungberg staff or an independent third party appointed by Atrium Ljungberg.

If deviations from the requirements of the Code of Conduct are observed, they will be communicated to the Supplier and shall be remedied without undue delay. Failure on the part of the Supplier to rectify these violations may result in a termination of the business relationship with Atrium Ljungberg.

### REPORTING BREACHES

It is important that irregularities and misconduct be detected promptly so that appropriate action can be taken and damage minimised. The Supplier shall promptly report observed violations of law and/or the Code of Conduct to Atrium Ljungberg, such as by telephone, email or regular letter.

In addition, the Supplier can report misconduct within Atrium Ljungberg that they have become aware of in a work-related context through the whistleblowing channel provided by Atrium Ljungberg. It must be in the public interest to disclose the misconduct being reported via the whistleblowing channel, or such misconduct must constitute a direct violation of a legal act of the European Union (or a law, ordinance, or regulation that implements or supplements such a legal act). For more information, see: <https://www.al.se/om-oss/visselblasning/>.

## ENVIRONMENT AND CLIMATE

Natural resources, such as clean air and water, are critical for both human life and the environment. Ongoing climate change is causing droughts, water shortages, floods, natural disasters and ecosystem collapse. To protect the long-term well-being of the planet, we need to work together to change the way we use resources.

### ENVIRONMENTAL AND CLIMATE IMPACT

Suppliers shall apply the precautionary principle to their activities and observe the protective measures, restrictions and precautions necessary to prevent, minimise or mitigate damage or other harm to the environment, climate, biodiversity and ecosystems arising from their activities. To the same end, the development and use of environmentally friendly technologies shall be encouraged.

Suppliers shall have established environmental policies and measures relevant to their type of activity with measurable objectives and targets, including risk assessment to prevent, mitigate and control the impacts of their activities and land use.

### RESOURCE CONSUMPTION

Suppliers shall, with regard to their own operations:

- have knowledge of and control over the most essential consumption of natural resources such as energy sources, water and raw materials
- endeavour to reduce consumption through reduction targets
- prioritise renewable energy sources
- work for circularity in resource utilisation

### EMISSIONS AND WASTE MANAGEMENT

The supplier must:

- have knowledge of and actively work to control their emissions to air, water and land including generated waste water and solid waste
- work to reduce emissions
- work to prevent environmental damage from pollutants
- have a system to handle waste in an environmentally correct manner and minimise waste that is incinerated and sent to landfill without energy- or material recovery

### USE OF PRODUCTS AND CHEMICALS

The Supplier shall identify potentially hazardous substances in chemical products and the use of harmful chemicals and pesticides shall be minimised.

When chemicals and hazardous substances are used, the Supplier shall guarantee safe use, storage, transport and disposal of these substances. This includes maintaining of valid permits. All substances must be labelled with a Material Safety Data Sheet (MSDS) to ensure the safety of workers and the environment. Substances regulated under the EU directives REACH and RoHS must be used appropriately.

Suppliers in the building and construction sector shall use the Byggvarubedömningen [construction product assessment] or equivalent service, and where possible use the product this service recommends. Any deviations shall be reported in writing and approved in advance by Atrium Ljungberg.

### TRANSPORT

The Supplier shall choose the most resource-efficient means of transport with regard to climate impact, time and cost.



Suppliers with internally managed transport must be able to report how their drivers are trained/instructed in driving their vehicles in the most environmentally sound way. Any lorries must meet the Euro 6 environmental standard as a minimum. Diesel must not be used if possible, but replaced with fossil-free fuel.

## RESPONSIBLE SOURCING

Trade in extracted and processed raw materials is vital for promoting local livelihoods and development, but it also carries significant risks of negative impacts, such as the human rights of local populations, the displacement of biodiversity, soil erosion and reduced protection against floods and storms, financial crime and the direct or indirect financing of armed conflict.

When procuring raw materials, the Supplier shall exercise due diligence, in particular with regard to materials originating from conflict- and/or high-risk areas, and endeavour to increase transparency and traceability in the value chain.

For Suppliers with material production or resale activities, reliable determination of the origin and source of raw material shall be ensured and that it is lawfully extracted/mined/felled/harvested. Authorisation must be obtained for the use of endangered species.

The production and use of natural resources should not contribute to the destruction of the resource and means of livelihood for indigenous peoples or other marginalised communities, such as through the seizure of large areas of land or the irresponsible use of water or other natural resources on which communities depend.

## HUMAN RIGHTS AND LABOUR RIGHTS

Atrium Ljungberg supports and respects internationally recognised human rights and takes a fundamental view that all people have equal value and are entitled to rights and opportunities. Workplaces should be safe and secure and offer a physically, mentally and socially healthy working environment

### HUMAN RIGHTS

The Supplier shall respect internationally proclaimed human rights and treat its employees, subcontractors and other people affected by the operations fairly, equally and with respect for the equal value of all people.

The Supplier shall have procedures in place to prevent its operations from contributing to the violations of human rights.

### DISCRIMINATION, HARASSMENT AND DIVERSITY

The Supplier shall not tolerate any form of discrimination on any grounds, including but not limited to: employment, remuneration, access to training, promotion, dismissal or retirement on the basis of sex, transgender identity or expression, sexual orientation, marital status, pregnancy, ethnicity, nationality, religion or other beliefs, political affiliation, trade union affiliation, age, non-normative function or illness.

Nor shall the Supplier accept harassment, violence, bullying, threats or other offensive physical, mental, verbal or sexual behaviour.

The Supplier shall promote diversity and representation by being aware of its own prejudices, encouraging and having an open attitude towards people's differences and different perspectives.

### FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

To the extent permitted by relevant legislation, the Supplier's employees are entitled to join trade unions and participate in collective negotiations without risk of retribution, threats or harassment. The Supplier shall not prevent or hinder trade union organisation or collective bargaining.

Trade union representatives shall not be subject to discrimination or be prevented from carrying out their trade union work.

In countries where freedom of association is restricted by law, the Supplier shall facilitate and not prevent alternative mechanisms for free and independent organisation and negotiation.

### WORKING CONDITIONS

Obligations towards workers, in accordance with international conventions, national laws and regulations on safe employment, shall not be circumvented through the use of short-term employment (e.g. use of contract workers and day labourers), subcontracting or other employment relationships.

Employees have the right to:

- written employment contracts in a language they understand
- wages for normal working hours, overtime work and other overtime remuneration which shall be at least the higher of the minimum amounts prescribed by law or such remuneration as normally applied in the Supplier's industry through collective agreement and shall be sufficient to meet basic needs
- a monthly written payslip containing details of salary, hours worked, legal deductions and overtime payments, where applicable
- statutory leave including sick leave and parental leave. Working time, including overtime, shall not exceed the maximum working time specified by applicable laws and regulations, and shall include at least one rest day per week.
- Adequate insurance and benefits

Salary deductions as a disciplinary measure, without supportive basis in law or collective agreement, are not permitted.

The principles above also apply to people working for the supplier under similar employment conditions.

### HUMAN TRAFFICKING AND FORCED LABOUR

No form of human trafficking, slavery or labour exploitation is allowed. No-one shall be forced to work against their will – no form of forced labour or labour associated with any type of threat or punishment may be accepted. Workers shall be free to terminate their employment after a notice period consistent with what is provided for by law or collective agreement, or, in the absence of such provision, after a notice period considered reasonable. No employees shall be forced to make deposits or surrender identity documents to their employer.

### CHILD LABOUR

Child labour is not allowed. The minimum age for workers shall be in line with the national minimum age for employment, or the minimum age for compulsory education, but shall not be less than 15 years of age.

The Supplier shall never allow workers under the age of 18 to perform dangerous work, work night shifts or perform work that may otherwise be detrimental to their physical or mental health,

safety or morality.

#### HEALTH AND SAFETY

The Supplier is responsible for ensuring a safe and healthy working environment and taking the measures necessary to minimise the occurrence of work-related injuries, which also includes ensuring that its own and that of subcontractors is planned and designed to be carried out safely. In addition, the Supplier shall adopt a systematic and preventative approach in order to continuously improve the work environment. Illness and accidents shall be prevented, and incidents and injuries shall be reported.

Suppliers shall ensure that HES work is carried out systematically and have procedures and controls in place to identify and understand potential hazards to prevent the occurrence of incidents and injuries.

Workers should regularly receive appropriate training in safe working practices and relevant information should be easily accessible in a language that all workers understand.

Suppliers shall provide their workers with adequate equipment, with regard to the nature of the work, ensure that appropriate protection is used and that the equipment used is safe.

Adequate ventilation and lighting shall be provided, along with access to clean drinking water and lockable toilets, emergency exits and access to first aid or other emergency response equipment. This also applies in cases where the Supplier's employees are offered accommodations.

Fire safety shall be maintained through adequate equipment and facility conditions, training, evacuation drills and prevention of fire hazards.

Work may not be performed under the influence of alcohol or drugs. The Supplier shall have a policy or guidelines to take preventive measures to prevent risk and abuse related to alcohol and drugs.

The Supplier is responsible for ensuring that employees, regardless of their position and type of contract, are covered by accident insurance that covers medical care for work-related injuries and death, and compensation in the event of disability due to work-related injuries/accidents - through its own efforts or by checking that subcontractors have instituted the same for their workers.

#### BUSINESS ETHICS

Atrium Ljungberg believes that it is important to act honestly and with consideration, commitment and integrity, and that business should be earned in a fair and lawful manner, particularly in the following areas.

#### ANTI-CORRUPTION

Suppliers shall not engage in, support or tolerate any form of corruption, extortion, abuse of power, bribery or money laundering, either directly or indirectly.

Suppliers shall not receive, accept the promise of, or request an undue benefit for the performance of an assignment. Nor may Suppliers extend, promise or offer an undue benefit for performance of an assignment. Such benefits are not limited to cash but also include work opportunities, benefits, travel, facilitation payments, promises to pay debts or illegal gifts and entertainment.

#### HEALTHY COMPETITION

The supplier's operation shall be conducted with a high ethical

standard.

Contract negotiations shall always be conducted in accordance with the principles of fair competition. The supplier shall not enter into any formal or informal agreement that aims to prevent or restrict competition, or that violates applicable regulations on competition or fair trade, including but not limited to illegal price fixing, market sharing, bid rigging and abuse of dominant position.

#### ENTERTAINMENT

Openness and moderation must be shown when organising entertainment or giving and receiving gifts, and there must always be a natural link with the business relationship.

#### CONFLICTS OF INTEREST

Suppliers shall conduct their business in a way that avoids situations where private, financial or other external interests conflict with an employee's professional responsibilities. Any situation where an employee of, or a consultant working on behalf of, Atrium Ljungberg may have a personal interest in the Supplier's business operations or any form of financial ties with the Supplier must be reported immediately to Atrium Ljungberg through regular reporting channels.

#### PAYMENT PRACTICE

The Supplier shall have procedures to prevent late payments, especially to small businesses.

#### INFORMATION SECURITY

Information and/or data relating to Atrium Ljungberg, its employees or customers may only be used for its intended purpose. The Supplier shall also protect such data and take appropriate measures to prevent misuse or unauthorised disclosure.

All applicable data protection laws and contractual terms shall be complied with when collecting, storing, using, processing or sharing personal information on individuals.

We hereby certify that we have read, respect and will comply with the provisions of this Code of Conduct.

Date: .....

Company name: .....

Company ID number: .....

Representative's name: .....

Representative's title: .....

Signature(s): .....

