

SUPPLIER AND PARTNER CODE OF CONDUCT

1 EXTENT

SkiStar's *Supplier and Partner Code of Conduct* (referred to as the *Supplier Code of Conduct* below) applies to all suppliers and partners of the company (referred to as supplier below). The company's suppliers are expected to act on the basis of provisions in this Code of Conduct. The supplier shall in its agreements with subcontractors transfer these obligations to its subcontractors by communicating this Code of Conduct or similar principles. In the event of any deviations from the Code of Conduct, SkiStar will take measures which, if correction is not possible or not taken, may mean that the supplier's business relationship with SkiStar is terminated.

2 COMMITMENTS

SkiStar's Code of Conduct is rooted in SkiStar's values, the UN Global Compact's 10 principles on human rights, working conditions, the environment and anti-corruption, the UN Declaration on Human Rights, the UN Convention on the Rights of the Child, the UN Convention on Indigenous Peoples, the OECD Guidelines for Business, and the ILO's eight core conventions. The Code of Conduct covers issues such as environmental responsibility, forced labour, child labour, freedom of association and anti-corruption.

3 SUPPLIER CODE OF CONDUCT IN RELATION TO NATIONAL LEGISLATION

In addition to complying with this Supplier Code of Conduct, the supplier shall comply with national legislation. In situations where both the Supplier Code of Conduct and national legislation include provisions relating to the same area, the highest standard shall be applied. Should the Supplier Code of Conduct be in direct conflict with applicable law, and constitute a breach of applicable law, the highest standards shall apply that are in accordance with applicable legislation.

4 HUMAN RIGHTS

Internationally recognized human rights must be respected and complied with. The supplier undertakes not to participate in, cause or be associated with any business that waive human rights. SkiStar believes that the following are basic commitments:

- 4.1 The supplier shall respect and comply with fundamental and internationally recognized human rights in all areas of activity.
- 4.2 The supplier has a responsibility to not cause or contribute negative consequences for human rights through its own activities and to deal with such an impact when it arises.
- 4.3 The supplier shall take measures to remedy the harmful effects on human rights and to minimize the risk of it being involved in human rights violations.
- 4.4 The supplier shall support the protection of vulnerable groups and support diversity in all its forms.

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5 WORKING CONDITIONS

5.1 Child Labour and Forced Labour

The supplier opposes all forced labour, child labour and all forms of involuntary work. The working relationship between the employee and the supplier shall be freely chosen and free from threats. SkiStar believes that the following are basic commitments:

- 5.1.1 The supplier ensures that no work is performed by children or minors under the minimum age, in accordance with the laws of the country. Minimum age of completion of compulsory education, or at least 15 years. However, a person under the age of 16 is considered a child.
- 5.1.2 The supplier ensures that employees under the age of eighteen are not involved in hazardous or heavy work. If children between 15 and 18 years of age are allowed to work, they should not be employed in any way in hazardous work or work incompatible with their personal development. Personal development includes a child's health and physical, mental, moral or social development.
- 5.1.3 The supplier does not require the employee to deposit money, identity documents or the like in order to obtain/or retain an employment.

5.2 Discrimination

The supplier undertakes to ensure that the working environment is free of discrimination and harassment. All forms of discrimination based on injustice or prejudice are prohibited, such as discrimination based on race, colour, sex, sexual orientation, gender identity, marital status, pregnancy, parental status, religion, political opinion, nationality, ethnic background, social origin, social status, indigenous status, disability, age, trade union membership or employee representation and any other characteristic protected by local law, where applicable.

5.3 Terms of Employment

The supplier undertakes to compensate workers in accordance with applicable national legislation regarding working hours, minimum wages and benefits. The following are basic commitments, according to SkiStar:

- 5.3.1 The supplier shall provide all employees with at least the minimum wage in accordance with national legislation and respects the upper limits of working time and overtime allowed by law of the country in which they operate.
- 5.3.2 The normal working week should not exceed 60 hours. Hours worked in excess of the normal work week shall be voluntary, unless legally permitted or agreed through legal means, such as collective bargaining agreements. Suppliers must strive to reduce working hours to meet the established ILO standard of 48 hours per week. Except in exceptional circumstances, staff must have at least one full day (24 hours) off in each seven-day period. Deductions from pay as a disciplinary measure shall not be permitted.
- 5.3.3 The supplier ensures that employees have terms of employment/contracts in a language they understand so that the specification of their terms of employment and dismissal is clear.

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5.3.4 The supplier respects and complies with the right to freedom of association and collective bargaining in accordance with the laws of the country, and ensures that employees are free to terminate their employment in accordance with established rules.

5.3.5 In some countries, independent trade unions are prohibited by law. However, even in these countries it is still possible to allow alternative forms of worker representation. It is important to note that it must be the workers themselves who elect their representatives.

5.4 **Working Environment**

The supplier shall guarantee safe and secure working environments in accordance with internationally recognized standards. The following are basic commitments, according to SkiStar:

5.4.1 The supplier treats all employees with respect and dignity. Employees with the same qualifications, experience and workability receive equal pay for equal work. Employees are under no circumstances subject to corporal punishment, illegal detentions, violence, threats, coercion, verbal or sexual harassment.

5.4.2 The supplier prioritises the health and safety of its employees. A healthy and safe working environment, including psychosocial considerations and, if applicable, housing and/or facilities must be provided for employees in accordance with international standards and national laws.

5.4.3 The supplier's employees shall be offered sufficient information and training to minimize work-related risks for the employees.

5.4.4 Where necessary, the supplier shall carry out risk assessments and work to prevent all work-related risks to which the employees may be exposed.

6 **ENVIRONMENT**

The supplier undertakes to comply with relevant environmental requirements in accordance with internationally recognized environmental standards. Proactive and systematic environmental work shall be conducted through sound knowledge of the environmental impact of the supplier's operations in order to minimize impact. SkiStar believes that the following are basic commitments:

6.1.1 The supplier applies a precautionary strategy for how the business is conducted.

6.1.2 The supplier takes appropriate measures to avoid and / or reduce its climate footprint and works continuously to improve its environmental work.

6.1.3 The supplier continuously improves its environmental work by identifying, assessing and manage environmental risks and effects in its value chain.

6.1.4 The supplier strives to support the Paris Agreement.

If the expected contract value, or outcome, between the Supplier and SkiStar amounts to more than SEK 2,000,000 annually, the following commitments also apply:

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- 6.1.5 At the latest by 31 August 2028, the supplier shall have an emission reduction target in line with the Paris Agreement.
- 6.1.6 The Supplier shall publicly report its emissions performance by 31 August each year, either through public channels or directly to SkiStar. The obligation to report starts with the acceptance of the Supplier and Partner Code of Conduct.
- 6.1.7 If the supplier has not fulfilled the requirements described in 6.5 and 6.6 within the time periods specified therein, SkiStar has the right, but not the obligation, to terminate all or individual agreements with the supplier.

7 BUSINESS ETHICS AND ANTI-CORRUPTION

7.1 Anti-Corruption and Bribes

The supplier undertakes to refrain from all forms of corruption including the giving and taking of bribes as well as extortion.

- 7.1.1 The supplier shall have zero tolerance of all forms of corruption including, but not limited to, bribery, extortion, fraud and money laundering. The supplier must maintain the highest ethical standards and act with integrity when doing business.
- 7.1.2 The supplier shall prevent and counteract that the supplier's activities can be used for the purpose of money laundering.
- 7.1.3 No employee of the supplier may offer or promise, give or accept, directly or indirectly any payment, gift or benefit in exchange for special treatment with the intention of affecting a business transaction or gaining a personal or commercial advantage.
- 7.1.4 The supplier shall take effective measures to avoid, or if necessary counteract, possible and actual conflicts of interest.

8 PERSONAL DATA

- 8.1 Within the framework of the cooperation between the supplier and SkiStar, personal data will be processed. The Supplier undertakes to assist, if necessary, in the assessment of personal data liability. Unless otherwise agreed by the parties, the Supplier, as the independent controller of its processing, shall handle the personal data in accordance with the GDPR and other applicable legislation.
- 8.2 If joint personal data responsibility can be established, the Supplier shall regulate the personal data processing in an agreement with SkiStar.
- 8.3 If the Supplier acts as a data processor for SkiStar, or vice versa, the Supplier shall enter into a separate data processor agreement with SkiStar

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9 MONITORING OF COMPLIANCE AND AUDITING

Compliance with SkiStar's code of conduct for suppliers must be regularly monitored by the supplier's counterpart at SkiStar. If deviations from the code of conduct are identified, SkiStar will ensure that measures are taken by the supplier. The supplier's counterpart at SkiStar must also report the violation to SkiStar's sustainability manager. Deviations from the Code of Conduct can also be reported via [SkiStar Hub](#). The follow-up of compliance with the policy document shall be reported to Group management and the Board through the Audit Committee in connection with the annual update of the policy document. However, should significant deviations be identified, such reporting shall be done without delay.

Upon request, the supplier shall provide SkiStar with information and data that ensures compliance with SkiStar's Supplier Code of Conduct. SkiStar has the right to carry out site visits with the supplier. Site visits can be performed by SkiStar employees or independent third parties.

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