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Code of Conduct for partners

Plugit Finland Oy

1.Purpose

This Code of Conduct for Plugit Finland Oy's (Plugit, we) partners (the Code) sets rules for our partners on the standards of responsible business practices which Plugit requires all its partners to comply with, regardless of the value and form of cooperation. We require that all partners who cooperate with Plugit act responsibly and comply with the Code when cooperating with Plugit.

Suspected breaches of the Code shall be reported immediately to the contact person or a representative of the management of Plugit. The suspected breach can also be reported anonymously via our whistleblowing channel. Reports regarding suspected breaches will be handled confidentially.

In case unlawful or unethical conduct or conduct against internal guidelines is recognized, Plugit will take all necessary actions to react to such conduct in an appropriate way, and to ensure that similar kind of conduct can be prevented in the future. Breaches of the Code or other violations of responsible business practices may lead to the termination of the contractual or cooperation relationship.

2.Applicability

By committing to business or cooperation with Plugit, the partner confirms that it and its affiliates and their representatives comply with this Code. In this Code, affiliates refer to all entities which Plugit's partner controls, which control Plugit's partner, or who are under common control with Plugit's partner.

3.Code of Conduct

3.1 Compliance with legal obligations and instructions

Plugit requires that all its partners act in an ethical manner and in compliance with applicable laws. Our partners shall comply with applicable national and international laws, acts, regulations and conventions. Laws and regulations relating to environmental protection, product safety, origin of materials, human rights and position of employees, equality, health and safety, confidential processing of information, anti-bribery and prevention of conflicts of interest, competition, consumer protection as well as export control and laws and regulations regarding international sanctions are fundamental. Additionally, our partners shall comply with instructions given by Plugit.

3.2 Environmental responsibility

Partners of Plugit shall comply with environmental regulations and standards applicable to their operations and ensure that they operate in an environmentally responsible manner in all their sites and operations. Partners of Plugit commit to assess, prevent and decrease potential harmful environmental impact of their operations. Our partners shall commit to developing the circular economy together with Plugit.

Plugit participates on its part in combatting climate change and encourages its partners to decrease their emissions. Our partners shall aim to decrease their carbon dioxide emissions in accordance with science-based international and national emission reduction targets. When required by Plugit, partner will provide data on company's CO2 emissions from the year 2027 onwards.

Partners shall manage waste generated by their operations responsibly, prioritizing reduction, reuse and recycling, and shall ensure that hazardous materials and substances used in connection with the cooperation are stored, transported and disposed of in accordance with applicable law. Where relevant to their operations, partners shall aim to minimize packaging waste and use environmentally sound materials.

3.3 Labor rights and respect for human rights

Our partners shall respect all internationally recognized human rights and ensure that they are not affiliated with any action in breach of human rights. Partners of Plugit commit to assessing the human rights impact of their operations considering their scope and nature.

Our partners shall not use or benefit from any form of forced, bonded, or compulsory labor, or human trafficking, in any part of their operations. Employment shall always be voluntary, and personnel shall be free to leave employment upon reasonable notice. Partners shall not withhold personnel's identity documents, wages, or property as a means of compelling work.

In their operations, our partners shall comply with applicable labor laws, conventions and regulations governing their personnel's working relations. The minimum age for employment shall be 15 years. Partners shall ensure that any young workers they employ are not exposed to hazardous work or excessive working hours.

Partners of Plugit shall treat their personnel fairly and with respect. No one shall be discriminated against or treated differently due to gender, age, race or ethnic origin, nationality, language, religion or belief, opinion, political activity, trade union activity, family relations, health, disability, sexual orientation or other personal characteristics or other reasons, that are not based on the prerequisites for the job. Plugit has a zero-tolerance policy on bullying and harassment targeted towards an individual or group, and we require the same from our partners.

3.4 Health and safety

Our partners shall ensure the health and safety of their personnel at the workplace in accordance with applicable laws and regulations. Our partners shall further comply with Plugit's health and safety policies and instructions when working at Plugit's offices and sites. Plugit requires that its partners assess and prevent health and safety risks in their operations.

Plugit investigates and reports accidents and dangerous situations related to its operations. Our aim is zero occupational accidents. Plugit's partners are required to report accidents, environmental incidents, and near-miss situations that occur while performing work for Plugit.

Partners shall acknowledge in their operations, that Plugit is an intoxicant-free workplace.

Where work in connection with the cooperation is carried out at the partner's own sites, vehicles, or other locations outside Plugit's premises, the partner remains responsible for the health and safety of its own personnel and any subcontractor personnel involved, in accordance with applicable law. Partners

shall ensure that subcontractor personnel receive equivalent health and safety protection to the partner's own employees.

3.5 Preventing corruption, money laundering and the grey economy

Corruption and bribery in any form is strictly prohibited. Partners of Plugit shall ensure that their management, employees and third parties acting on their behalf do not promise, offer, give, or accept any kind of bribery or undue benefit. Gifts, hospitality, or entertainment offered to or accepted from Plugit's personnel in connection with the cooperation shall be reasonable, infrequent, and transparent, and shall never be offered or accepted in the form of cash or cash equivalents, or in connection with an ongoing tender or procurement decision. Partners shall not offer any gift or hospitality to Plugit's personnel that could improperly influence, or appear to influence, a business decision.

Plugit has a separate Anti-Bribery Policy, which every partner of Plugit and individual and intermediary working on behalf of the partner must comply with.

Plugit does not accept grey economy in any form and requires the same from its partners.

Plugit's partners shall commit to preventing money laundering and complying with anti-money laundering laws applicable to their operations. A partner of Plugit is expected to have completed all necessary precautions to ensure that its operations do not involve money laundering or tax evasion.

3.6 Conflicts of interest

Partners shall avoid situations in which the personal interests of their owners, management, or employees conflict, or could reasonably appear to conflict, with their obligations to Plugit. Partners shall disclose to their Plugit contact person any close personal, family, or financial relationship between the partner's representatives and Plugit's personnel that could influence the cooperation, as well as any circumstance in which the partner represents a competitor of Plugit in a manner relevant to the parties' cooperation.

3.7 Data protection and information security

Where a partner processes personal data on behalf of Plugit or otherwise in connection with the cooperation, the partner shall process such data only in accordance with Plugit's documented instructions and applicable data protection law, including the EU General Data Protection Regulation, and shall ensure an equivalent level of protection if it engages its own subcontractors to process such data. Partners shall notify Plugit without undue delay upon becoming aware of any actual or suspected personal data breach or information security incident affecting Plugit's data or systems.

Partners shall maintain reasonable technical and organizational measures to protect Plugit's confidential information and any systems or accounts through which they connect to Plugit's IT environment.

Confidential information must be kept secret. Our partners shall process trade secrets and other classified information which is received as part of the cooperation or relates to Plugit or third parties confidentially and in compliance with applicable laws.

3.8 Working with Plugit

Through operating in an economically responsible manner, Plugit works towards strengthening the social and economic development of society. We require our partners to support, as part of their operations, the quality and sustainability targets of Plugit.

The communication towards Plugit by its partners shall be open, honest, responsible, and predictive. The contact person or the persons responsible for communication at Plugit shall be informed without delay of any contact concerning Plugit made to its partners by media or other third parties, and the further steps will be agreed upon jointly.

Our partners shall not operate in a way that may damage the reputation or competitiveness of Plugit.

3.9 Responsibility for subcontractors and other partners

Plugit requires that its partners monitor the operations of their subcontractors and other partners to ensure that their business operations also comply with standards of responsible business practices equivalent to this Code.

3.10 Sanctions, export control and fair competition

Partners confirm that neither they, their affiliates, nor their beneficial owners or senior management are subject to applicable trade or economic sanctions, and that they will not directly or indirectly involve Plugit in any transaction that would violate applicable sanctions or export control laws, including through re-export, diversion, or transshipment of controlled goods or technology.

Partners shall compete fairly and shall not engage in price-fixing, market or customer allocation, bid-rigging, or other anti-competitive conduct in connection with their cooperation with Plugit or any tender in which Plugit is involved.

3.11 Right to verify compliance

Plugit may request that a partner provide reasonable evidence of its compliance with this Code, including relevant policies, certifications, or self-assessments. Where Plugit has a reasonable basis for concern regarding a partner's compliance, Plugit may, subject to reasonable prior notice, review relevant records or conduct an on-site assessment of the partner's operations relating to the cooperation with Plugit, either directly or through a third party bound by confidentiality. Partners shall cooperate in good faith with any such verification.

3.12 Non-retaliation for reporting

Plugit does not tolerate retaliation against a partner, or against any employee or representative of a partner, for reporting in good faith a suspected breach of this Code or of applicable law, whether the report concerns the partner itself, Plugit, or another partner. Reports may be made through Plugit's whistleblowing channel.

3.13 Flow-down to subcontractors

Partners shall contractually require their own subcontractors and other partners engaged in connection with their cooperation with Plugit to comply with standards of responsible business practice equivalent to this Code and shall be responsible for monitoring such compliance.

4.Consequences of non-compliance

Where Plugit identifies a partner's non-compliance with this Code, Plugit will assess the nature and severity of the issue. For less serious or unintentional breaches, Plugit may agree with the partner on a corrective action plan and remediation timeline. In the case of serious violations, including but not limited to corruption, forced or child labor, serious human rights violations, or repeated or unremedied breaches, Plugit reserves the right to terminate the contractual or cooperation relationship with immediate effect.

5. Updates to the Code

Plugit periodically reviews this Code, and changes and updates it when needed.