Supplier Code of Conduct

Pontos Group

January 2025

1. INTRODUCTION

Pontos Group is a Finnish family office, investor, and active owner with offices in Finland, Estonia, and the Netherlands. Our commitment to the highest legal and ethical standards is essential to our operations and partnerships. These principles ensure compliance, foster trust and promote sustainability. The Supplier Code of Conduct ("Supplier CoC" or "CoC") exemplifies our dedication to ethical business conduct and accountability.

2. SCOPE

In this policy, "Supplier" refers to any organization, individual, or entity providing goods, services, or resources to any Pontos Group Company. The policy applies to any Suppliers supplying to any of the Pontos Group Companies. This includes not only direct suppliers but also their subcontractors, consultants, and partners involved in delivering products or services to Pontos Group. The Supplier CoC is a crucial part of any contract between Pontos Group and any Supplier to the Pontos Group.

3. OBJECTIVE OF THE POLICY

This Supplier CoC is based on the Pontos Group values of wellbeing, sustainability, openness and integrity. It sets the minimum standards for compliance with laws and ethical practices. Suppliers must also ensure their subcontractors adhere to these standards.

4. LEGAL COMPLIANCE

Suppliers must comply with all applicable laws and regulations, including human rights laws, and adhere to this Supplier CoC or their own stricter code of conduct. Suppliers must ensure all associated parties follow these practices.

5. ANTI-CORRUPTION AND ANTI-BRIBERY

Directors, employees and any third parties acting on behalf of the Supplier must not offer, give or receive bribes or improper payments, including facilitation payments, to gain or retain business. Incentives to Pontos Group employees or their associates for improper advantages are forbidden. Reasonable business courtesies, such as modest gifts and hospitality, are allowed.

6. ANTI-MONEY LAUNDERING AND SANCTIONS

The Supplier must implement robust Anti-Money Laundering (AML) policies to prevent financial crimes. The Supplier must ensure that all transactions are transparent and comply with relevant AML regulations. The Supplier is also required to adhere to international sanctions regimes imposed by the EU, the US and the United Nations, avoiding any business dealings with sanctioned entities or individuals.

The Supplier must be aware of and take precautions when dealing with entities or individuals from black- and grey-listed countries[1] identified for deficiencies in their AML and counter-terrorist financing regimes. Enhanced due diligence is required when engaging with entities from these jurisdictions. Overall, comprehensive due diligence processes must be in place to identify and mitigate risks related to sanctions violations.

7. BUSINESS AND ETHICAL CONDUCT

The Supplier must commit to ethical conduct and integrity in all operations.

8. CONFLICTS OF INTEREST

The Supplier must refrain from any interactions with Pontos Group's employees that could compromise or seem to compromise the employee's obligation to act in the best interests of Pontos Group. The Supplier is required to disclose all conflicts of interest or situations that might suggest a conflict of interest in their engagement with Pontos Group.

9. FAIR COMPETITION

The Supplier must engage in fair competition and comply with applicable competition laws, avoiding agreements that unfairly raise prices or restrict product availability.

10. ENVIRONMENT

The Supplier must comply with environmental regulations and standards, adopt environmentally conscious practices and strive to minimize adverse environmental impacts in its operations. The Supplier should also actively seek opportunities to reduce consumption and promote sustainability throughout their supply chain.

11. LABOR PRACTICES AND HUMAN RIGHTS

Employees must be treated fairly and with respect, with the right to organize, unionize, and bargain collectively. Involuntary and child labor are prohibited. The Supplier must adhere to non-discriminatory practices, except for proportionate measures promoting equality. Harassment is not tolerated. Wages and working hours must comply with legal standards and collective agreements. Occupational health and safety must meet legal requirements with established policies and incident reporting.

12. DIVERSITY, EQUITY AND INCLUSION

The Supplier is encouraged to promote diversity, equity, and inclusion (DEI) by adopting practices that support diverse representation and participation and by tracking its DEI initiatives.

13. PRODUCT AND SAFETY

[1] See the FATF black and grey lists.

All products and services exchanged between the Supplier and Pontos Group must adhere to quality and safety standards outlined by regulations and contract terms. The Supplier is responsible for managing product safety risks across the supply chain, using raw materials with known origins, and ensuring traceability of both raw materials and finished goods as required by applicable laws and regulations. Additionally, the Supplier must guarantee that the products are safe for people and the environment when used as intended.

14. PROTECTION OF INTELLECTUAL PROPERTY AND DATA

Protecting intellectual property is crucial for Pontos Group. The Supplier must uphold Pontos Group's dedication to personal data protection and ensure Pontos Group's confidential information, including personal data, is secure following all relevant laws, data agreements and top industry standards.

15. CONFIDENTIALITY

The Supplier must ensure all sensitive information obtained from Pontos Group is kept confidential and protected from unauthorized access, use, or disclosure. Unless otherwise provided by the agreement between the Supplier and Pontos Group, disclosure is prohibited unless authorized by Pontos Group or required by law. Breaches of confidentiality may result in immediate termination of the agreement between the Supplier and Pontos Group and legal action.

16. REPORTING

The Supplier must promptly report any non-compliance with this CoC, either by themselves or third parties, to Pontos Group. The Supplier must grant Pontos Group access to all relevant information and documents for compliance verification upon request.

If the Supplier is not comfortable reporting misconduct to their Pontos Group contact person directly, they may report the concern via the Pontos Group whistleblowing channel at https://pontos.integrity.complylog.com/

17. MISCONDUCT

The Supplier must take prompt corrective actions if found non-compliant with this CoC. Should the Supplier have, in the reasonable opinion of Pontos Group, materially violated the Supplier CoC, Pontos Group is entitled to terminate its business relationship with the Supplier with immediate effect.

18. GOVERNING LAW & DISPUTES

This CoC is governed by Finnish substantive law. Unless the contract between Pontos Group and the Supplier provides otherwise, any dispute, controversy or claim arising out of or relating to this Supplier CoC will be finally settled by arbitration by one (1)

arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

19. APPROVAL

By working with Pontos Group, Suppliers confirm compliance with this CoC for themselves and for their subcontractors, consultants, and partners.