



# Code of Business Conduct for Suppliers

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## **1. On the Code of Business Conduct for Suppliers**

It is crucial to Castellum's long-term success that business activities are run in a responsible manner. Castellum has a responsibility in relation to all employees, tenants, suppliers and other partners.

Sustainability has always formed a natural part of Castellum's operations, and Castellum expects suppliers to contribute to sustainable development. Concerning new projects, Castellum prefers to see that suppliers take social responsibility for a sustainable society as well.

A solid relationship is based on trust, and it is important that external parties can rely on Castellum. All employees have to be professional in their conduct at every level and must follow the Code of Business Conduct. Castellum places the same high ethical requirements on suppliers as on all Group employees. For this reason, Castellum has formulated a Code of Business Conduct for Suppliers ("The Supplier Code"). Castellum expects that suppliers will see to it that engaged subcontractors also comply with the Code.

The Supplier Code is based on the ten principles of the UN Global Compact, the OECD Guidelines for Multinational Enterprises and the UN's Guiding Principles for Business and Human Rights. The code's headings are based on the four areas governed by the UN Global Compact (human rights, working conditions, environment and anti-corruption). However, Castellum's identification of the most relevant sustainability issues underpins the content of the code.

As one of Castellum's suppliers, you have an important role to play for us to successfully achieve our expectations within the area of sustainability and contribute to a more sustainable development of society.

## **2. Compliance**

All Castellum suppliers have to comply with the national laws, regulations and standards applicable in the countries in which the supplier operates. Castellum suppliers are to hold all required permits, licenses and registrations.

Suppliers will support and respect the UN's Global Compact and treat their employees and subcontractors fairly, impartially and with respect for human equality.

Those who work for the supplier under employment-related conditions should also be treated in accordance with the principles stated in the Supplier Code.

## **3. Human Rights**

Suppliers must respect internationally recognized human rights and not cause, contribute to, or be linked with a negative impact on human rights, through their business operations.

## **4. Working Conditions**

### ***4.1. Anti-discrimination and fair treatment***

We strive for diversity and take equality for granted. Discrimination on the basis of ethnicity, gender, religion or other beliefs, social origin, disability, political views, sexual orientation or age is not allowed.

Suppliers are also to ensure that harassment, bullying, intimidation, oppression or other degrading treatment does not occur.

### ***4.2. Freedom of association***

Suppliers and partners are to respect the rights of employees to organize as labour unions, as well as their possibility to bargain collectively without fear of punishment, intimidation or harassment.

### ***4.3. Employment contracts***

All employees are to have written employment contracts translated into a language they understand.

### ***4.4. Salary***

Salaries will be paid directly to employees at the stipulated time and in full. The statutory national minimum wage is the lowest acceptable salary level.

### ***4.5. Work time***

All employees are entitled to statutory leave, including sickness and parental leave. Working hours, including overtime, may not exceed the maximum working hours specified by current legislation and regulations. All employees are entitled to statutory weekly rest or to at least one day of rest per week.

### ***4.6. No child labour***

Child labour is not allowed. Minimum age is always 15 years, or applicable statutory minimum age. Young people between 15 and 18 years of age may work with non-hazardous tasks, provided they have reached the legal age to work and have completed national compulsory schooling, or if the work allows for parallel implementation of compulsory schooling.

### ***4.7. No forced labour***

All work is to take place voluntarily. No form of forced labour or labour linked with any form of intimidation or punishment is permitted. No employees may be forced to deposit valuables or identity papers with their employer.

### ***4.8. Work environment***

The working environment has to comply with laws and agreements, while remaining safe and sound from a physical, mental and social perspective. Suppliers will work systematically and proactively to continuously improve employee work environments and health.

Accidents and injuries are to be prevented. All who are active in the operation, regardless of employment or contractual form, are to be covered by accident insurance. Any accidents

occurring while carrying out work for the Castellum Group have to be reported directly and without delay to Castellum's compliance function.

Employees will be informed about possible health risks that the work may cause. Employees will receive training on the possible health risks that the work may cause, including fire safety, hazardous work and first aid. All employees will have access to, and use, the appropriate protective equipment. Essential information is to be readily available in a language that the employee fully understands. The supplier will ensure that alcohol and drugs are not used during working hours at the workplace.

## **5. The Environment**

### ***5.1. Climate and environmental impact***

Suppliers will conduct business with respect for the environment and comply with current environmental legislation. Suppliers will maintain an effective overview of, and routines for, identifying, measuring and monitoring their environmental impact. They will work systematically to continuously improve their environmental performance.

### ***5.2. Product issues***

The supplier will ensure that the required data and certificates are available in order to meet relevant requirements for the use of products and materials in Castellum's properties.

### ***5.3. Resource use***

Suppliers will strive for a life-cycle perspective regarding the environmental impact of products and services, and place environmental demands on their own hired-in subcontractors. All waste – especially hazardous waste – has to be handled responsibly, in compliance with local regulations.

### ***5.4. The precautionary principle***

Castellum's environmental efforts are based on the precautionary principle. Environmental efforts are to be characterized by a long-term, holistic approach, and respect for the environment is to be included in all decision-making processes.

## **6. Business ethics and anti-corruption**

### ***6.1. Sound business practices***

Supplier business operations are to be characterized by high business ethics, sound business practices, responsibility and impartiality.

### ***6.2. Fair competition***

No form of price collusion, cartel or abuse of market position is allowed.

### ***6.3. Anti-corruption***

Suppliers must always avoid the risk of violating legislation on bribery and other undue influence. It means that no supplier may give, promise or offer an inappropriate benefit, or receive, accept a promise or request of an inappropriate benefit for carrying out duties or assignments. To demand or give any form of promise in connection with gifts is not acceptable.

Entertainment and gifts are to be characterized by openness and moderation and they should always have a natural connection with the recipient's professional activity and the business relationship between the parties. Particular restrictiveness is to apply in relation to persons in the public sector in general, and to persons exercising public authority or dealing with public procurement in particular.

### ***6.1. Money laundering***

Supplier business activities are to be conducted in accordance with current regulations on the prohibition and prevention of money laundering. This means, among other things, that suppliers must always have thorough knowledge of the counterparties they do business with.

### ***6.2. Confidential information***

If the supplier has access to confidential or intercompany information relating to Castellum or Castellum's customers, it must be handled in a responsible manner. Confidential information may not be disclosed to unauthorized persons. Confidential information relating to Castellum or customer activities may only be used for its intended purpose.

### ***6.3. Insider information***

*Insider information:* Insider information is information of a *specific nature* that has not been released. It relates directly or indirectly to an issue or a financial instrument – e.g. Castellum or the Castellum share traded on the Stockholm Stock Exchange – that would probably result in a *significant impact* on the price of these financial instruments or on related financial derivative instruments, had it been released.

The information, which may be attributable to Castellum operations or to other factors that indirectly affect either Castellum or financial instruments issued by Castellum, is to be handled with high demands on confidentiality. Anyone who gains access to insider information attributable to Castellum or to Castellum's financial instruments from Castellum or another party, may neither trade on their own or another person's behalf nor recommend or induce another person to trade with Castellum's financial instruments.

### ***6.4. Conflict of interest***

Employees of the supplier are to handle personal and financial interests so that they do not go against or can be perceived as going against supplier operations. Relationships with business partners, such as subcontractors, may not be utilized for the employee's own gain.

### ***6.5. Tax issues***

Tax laws and regulations have to be followed. If the tax code does not provide clear guidance, accuracy and transparency are the guiding principles.

## **7. Document Owner**

Castellum's Code of Business Conduct for Suppliers will be reviewed regularly and approved by the Board at least once a year. Castellum's CEO is the document owner and thereby responsible for the policy. In each region, the Regional Manager is responsible for the Code of Business Conduct for Suppliers as well as for its implementation. The Regional Manager is also

responsible for ensuring that all Castellum employees receive information about the Supplier Code.

## **8. Implementation and follow-up**

Castellum wants to work with suppliers through cooperation, dialogue and support to ensure that the Supplier Code is complied with.

Castellum uses self-rating tools that each supplier is expected to fill out to show compliance with the Supplier Code. If a supplier does not live up to the requirements of this Code, measures will have to be taken. Discovery that a supplier does not fulfil his or her Castellum commitments, despite comments, will constitute a reason to terminate the cooperation.

In case deviations from the Supplier Code are identified, Castellum provides a whistleblower service (“Help us do right”), administered by a third party to ensure anonymity and professionalism. The whistleblower service is accessed through all Group websites. The purpose of the whistleblower service is that a proper review will be conducted and actions can be taken without any concern about reprisals against the reporting person.