



**CODE OF CONDUCT FOR SUPPLIERS IN
NYFOSA AB, Reg. No. 559131-0833 (the “Company”)**

1 INTRODUCTION

- 1.1 This Code of Conduct is based on Nyfosa’s internal Code of Conduct and Sustainability policy, and on internationally recognized conventions concerning human rights, labor and international environmental and anti-corruption regulations.
- 1.2 Nyfosa is a transaction-intensive real estate company in which business activities are in focus. Nyfosa acquires, manages, develop and sells properties regardless of geography and property category. Read more at <https://nyfosa.se/en>.
- 1.3 The company has a responsibility to its shareholders, employees, tenants and Suppliers to act correctly pursuant to applicable laws and regulations. Within the company there is a zero-tolerance policy regarding corruption, discrimination, harassment, crime and environmental breaches. To reduce risks and to maintain confidence in our operations, it is important that suspected irregularities are investigated and resolved at an early stage. Employees and Suppliers are therefore urged to report any suspected breaches of Nyfosa’s Code of Conduct for Suppliers and other policies or suspicion of fraud, money laundering or the financing of terrorism. Employees can report breaches to their immediate superior or by using the anonymous whistleblower function on the company’s website. Suppliers are also urged to report any suspicions using the whistleblower function.
- 1.4 In this Code of Conduct, “Supplier” refers to partners, contractors and suppliers for companies within the Nyfosa Group.

2 COMPLIANCE WITH THE CODE OF CONDUCT AND AUDIT

- 2.1 Compliance with this Code of Conduct is the responsibility of Suppliers.
- 2.2 Nyfosa has the right to check (on its own or with third-party support) that the Supplier’s operations are conducted in accordance with applicable laws and regulations, applicable collective bargaining agreements and the version of Nyfosa’s Code of Conduct in force at any given time. During such audits, the Supplier must assist Nyfosa without additional cost to Nyfosa.
- 2.3 The requirements of the Code of Conduct must also be reflected in the Supplier’s agreements with its own subcontractors and sub-suppliers. Nyfosa’s right to conduct audits under Section 2.2 above also applies in relation to the Supplier’s subcontractors and sub-suppliers. The Supplier must ensure Nyfosa’s right to audit and observe the operations of subcontractors and sub-suppliers.
- 2.4 If the Supplier deviates from the requirements and a substantial breach takes place – and no improvement can be demonstrated within 30 days – Nyfosa has the right to terminate the agreement with immediate effect.

3 NYFOSA'S REQUIREMENTS ON SUPPLIERS

- 3.1 This specification of requirements has been prepared in order to ensure fulfillment of Nyfosa AB's requirements for signing contracts and ordering goods and services.
- 3.2 If there is conflicting information in the contract documents, these requirements apply as minimum requirements.
- 3.3 The basic requirements are that the Supplier:
- a) accepts and fulfills Nyfosa's Sustainability policy and this Code of Conduct;
 - b) possesses a corporate tax card (approved F-tax certificate);
 - c) manages value added tax and other tax in a responsible manner;
 - d) has signed the necessary liability insurance and accident insurance; and
 - e) takes responsibility for ensuring that any subcontractors or sub-suppliers that are used comply with this requirement specification.
- 3.4 As a minimum, operations must be conducted in compliance with the applicable laws, rules and regulations in each country in which Nyfosa or the Supplier operates.
- 3.5 A Supplier that supplies goods and services to Nyfosa must also conduct its own operations based on the requirements defined below:

4 WORK ENVIRONMENT AND SOCIAL CONDITIONS

Child labor

- 4.1 The Supplier agrees to ensuring that child labor does not take place in the operation's supplier chain.

Salaries and terms of employment

- 4.2 Suppliers agree to follow the rules concerning the statutory limits for minimum wage, working hours and overtime as stipulated in national legislation. Salaries are paid directly to the employee in the agreed time and, as a minimum, no less than the minimum wage that is defined by local legislation or labor agreements.

Occupational health and safety

- 4.3 The Supplier agrees to fulfill all of the applicable laws concerning labor requirements for the health and safety of its employees. All employees must be informed of any health risks that the work duties may present and have access to the relevant protective equipment to be able to work in a safe and healthy environment. Written worker protection instructions must be available for all employees. The Supplier must also document all accidents in its operations and take preventive measures to minimize risks.

Equal opportunities and diversity

- 4.4 The Supplier agrees to actively promote gender equality and diversity in its own organization, board of directors and in relation to its customers. The Supplier must act to prevent

discrimination, threats and harassment as a result of ethnicity, gender, religion, social origin, handicap, political views or sexual orientation in the workplace.

Freedom of association

- 4.5 The Supplier agrees to respect the employees' union rights, the freedom to join a trade union and the right to collective bargaining. The Supplier must actively support the employee's right to join a union in their employment contract.

Bribes and prohibited impact

- 4.6 Nyfosa has a zero-tolerance policy against bribes and other prohibited impact and we expect our Suppliers to actively take a stand for sustainable business practices and set stringent requirements that the company, its employees and contractors are to follow. Giving or receiving gifts or other benefits as part of business agreements is not permitted. Any type of behavior that impacts activities that could create a sense of duty or gratitude or could risk impacting the receiver's decisions or manner of performing their work duties is not permitted. These requirements on Suppliers are based on the Code to Prevent Corruption in Business established by the Swedish Anti-Corruption Institute.

5 ENVIRONMENT

Suppliers to Nyfosa must possess knowledge of and control over their environmental impact. Suppliers must conduct their operations with regard to the environment, and comply with local and national environmental legislation. Through having procedures to identify, measure and monitor its environmental impact, the Supplier must work to continually improve its environmental performance as well as to minimize its resource consumption and emissions. The Supplier must strive for a life-cycle perspective regarding the environmental impact of products and services, and must set environmental requirements on subcontractors and sub-suppliers.

6 SPECIAL REQUIREMENTS FOR OPERATIONS, SERVICE AND CONTRACTING WORK ETC.

Special reporting

- 6.1 Upon request from Nyfosa, the Supplier must report in the system provided by Nyfosa. The purpose of such reporting is that Nyfosa intends to collect data concerning its total carbon emissions.

7 SANCTIONS

- 7.1 The Supplier guarantees that the Supplier, its group companies, board of directors or management team does not act, directly or indirectly, in violation of applicable sanctions that are issued by: (i) the European Union or any of its Member States; (ii) the European Economic Area (EEA) or any of its Member States; (iii) the United Nations Security Council; (iv) the state of Switzerland; (v) the United Kingdom; and (vi) the United States or US government agencies including the Office of Foreign Assets Control (OFAC) (jointly designated "**Sanctions**"). The Supplier also gives its assurance that the Supplier, its group companies, board of directors and management team, as well as persons who own or control – directly or indirectly – the Supplier are not subject to Sanctions that prohibit or otherwise hinder Nyfosa from utilizing the Supplier or fulfilling its contractual conditions with the Supplier. The Supplier also undertakes

to act so that the Supplier, its group companies, board of directors and management team comply with any Sanctions in force at any given time.

7.2 The Supplier must immediately notify Nyfosa if the Supplier becomes aware that the Supplier, its group companies, board of directors or management team becomes subject to Sanctions, or becomes aware that the Supplier, its group companies, board of directors or management team are acting in violation of an applicable Sanction or is otherwise subject to investigation by government authorities, legal proceedings or other measure pertaining to applicable Sanctions.

7.3 Nyfosa is under all conditions free from its duty to fulfill its contractual obligations toward the Supplier (including any obligation to pay compensation to the Supplier) if a circumstance under Section 7.1 arises, and until such time as a circumstance of this kind no longer exists.

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Place and date

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Company name, Reg. No. (the "Supplier")

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Printed name, position

This Code of Conduct was adopted by Nyfosa AB on April 15, 2024