

23.11.2021

VR GROUP'S CODE OF CONDUCT FOR SUPPLIERS
1. GENERAL
Introduction

VR Group (hereinafter referred to as "VR") is a versatile, environmentally friendly and responsible travel and logistics service company. VR aims to take the environment into account and adhere to high ethical principles in all of its operations and requires its contracting parties and partners to adhere to the same principles.

This Code of Conduct shall apply to all of VR's contracting partners, subcontractors and representatives (hereinafter referred to as the "Supplier"). The Code of Conduct complements the terms of procurement applicable to each procurement contract and is an inseparable part of the tender and contract.

Legal compliance

In its operations, the Supplier must comply with all applicable laws and regulations issued by the authorities including international sanctions. The Code of Conduct shall not replace or revoke the existing laws or regulations but it shall set the minimum operational level to which to adhere.

Application of the Code of Conduct to operations

The Supplier and its Group companies and subcontractors shall agree to conform to the Code of Conduct in all of their operations. The Supplier shall actively monitor its subcontractors to ensure conformity throughout the entire supply chain.

Monitoring conformity with the Code of Conduct

Upon VR's request, the Supplier shall provide information regarding conformity with the Code of Conduct. The Supplier shall agree that VR has the right to have the required inspections carried out on the sites of the Supplier or its Group companies to ensure conformity with the Code of Conduct. Were the Supplier to act in breach of or neglects its obligations pursuant to the Code of Conduct, the Supplier shall be obliged to immediately remedy its actions, intervene in the actions of its Group company, subcontractor or partner and notify VR of the flaws and the related repair plan. If the corrective measures are not performed within the agreed or an otherwise reasonable time frame, VR shall have the right to cancel the contract to terminate on a date stated by VR.

2. ETHICAL CONDUCT

VR requires its suppliers to act in accordance with the Code of Conduct and respect and conform to all applicable, internationally recognised standards and guidelines.

Avoiding conflict of interest

The Supplier should avoid situations in which it may have, or appear to have, a conflict of interests regarding VR. The Supplier shall notify VR immediately of a potential conflict of interest.

Anti-corruption activities

VR does not condone any kind of bribery or corruption. The Supplier shall agree that it shall not try to further its business with VR or any other party by means of bribery or any other criminal or unethical activities. The Supplier shall commit to refraining from money laundering or similar criminal activities. The Supplier's organisation shall have written anti-corruption guidelines in place.

Restriction of competition

The Supplier shall agree to compete fairly and in accordance with valid competition laws and regulations.

3. HUMAN RIGHTS AND THE RIGHTS OF EMPLOYEES
Right to organise

The Supplier shall be obligated to respect its employees' legal rights pertaining to the freedom of association and collective agreement negotiations.

Child and forced labour and the rights of young employees

The Supplier may not use child labour in any form or violate the laws or regulations pertaining to the use of child labour or act in breach of the relevant guidelines or standards issued by the United Nations. The Supplier shall not employ or otherwise indirectly provide employment for any persons younger than the minimum legal working age. The minimum working age shall always be at least 15. Persons under the age of 18 may not work night shifts, perform hazardous tasks or do any other work that may be detrimental to their development.

In addition, the Supplier shall agree to forbid all forms of forced labour and provide its employees with the option to resign within the legal notice period in accordance with the applicable laws and collective agreements. The Supplier shall not have any right to demand that its employees hand over money or a proof of identity for the Supplier to store.

Wages and working hours

The Supplier shall agree to comply with the applicable working hours legislation and pay its employees reasonable and fair wages, which shall always be at least the minimum wage in accordance with the applicable laws and collective agreements, taking into consideration the regulations pertaining to overtime and mandatory benefits. Furthermore, the Supplier shall ascertain that the

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Supplier's employees as well as the employees of the Supplier's subcontractors know the terms and conditions of the contract of employment.

Ban on discrimination

The Supplier shall treat its employees respectfully and equally. The Supplier shall conform to the basic human rights, such as equality and non-discrimination. The employer shall not discriminate against employees, for instance, on the grounds of sexual orientation, citizenship, race, gender, age or creed. The Supplier shall not approve any form of harassment, bullying, threats or any other inappropriate treatment of its employees.

Health, safety and industrial safety

The Supplier shall agree to comply with the industrial safety legislation and regulations and provide its employees with healthy and safe working conditions which are always in conformance with the requirements of the established laws. The Supplier shall promote occupational safety and prevent accidents and hazards, for instance, by arranging sufficient training, equipment and facilities for its employees. The Supplier's employees may not work for VR under the influence of alcohol or drugs. If necessary, this may be controlled by conducting random tests, if this is permitted by the local laws.

4. ENVIRONMENT

The Supplier shall ensure that its operations do not violate environmental legislation or regulations or the operational standards generally approved by the European Union. The Supplier shall work systematically and proactively to promote sustainability and minimise the harmful effects of its operations on the environment.

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