



# Supplier Code of Conduct

## Arise Group

<b>Document:</b> Supplier Code of Conduct		<b>Information class:</b> Public	<b>Type of Document:</b> Policy
<b>Responsible for the Document:</b> Sustainability Manager	<b>Company:</b> Arise AB with subsidiaries (Group)	<b>Adopted by:</b> Board of Directors	<b>Date of Adoption:</b> 2026-02-11
<b>Roles and Responsibilities:</b> This policy document is owned by the Board of Directors of Arise. The Board of Directors has overall responsibility for implementing and monitoring this policy in alignment with Arise’s mission and values.			

1. Introduction	4
1.1. Purpose	4
1.2. Definitions	4
1.3. Guiding Principles	4
1.4. Compliance and Consequences	4
2. Business Ethics	5
2.1. Anti-corruption, Anti-bribery, and Financial Crime	5
2.2. Foreign Trade Regulations and Sanctions	5
2.3. Competition	5
2.4. Confidential Information and Conflicts of Interest	6
2.5. Responsible Sourcing of Materials	6
2.6. Data protection	6
2.7. Disclosure	6
3. Human Rights	6
4. Labour Standards	7
4.1. Health and Safety	7
4.2. Prevention of Alcohol and Drug Use at Work	7
4.3. Freedom of Association and Collective Bargaining	7
4.4. Wages and Working Hours	7
4.5. Modern Slavery and Forced Labour	7
4.6. Child Labour and Young Workers	8
4.7. Non-discrimination	8
5. Environment	8
Appendix 1 - Compliance Commitment	9

# 1. Introduction

The mission of Arise Group is to deliver clean energy that provides lasting positive change for our planet, fosters environmental stewardship and empowers local communities.

## 1.1. Purpose

The purpose of the Supplier Code of Conduct is to outline the fundamental sustainability requirements for doing business with Arise Group. The Supplier Code of Conduct applies to all the Arise Group's Suppliers of work, goods, or services and its business partners globally.

## 1.2. Definitions

**Arise Group** - Arise AB (publ) and its subsidiaries

**Code** - this Supplier Code of Conduct

**Employee** - the Supplier's employees, contractors, consultants and those hired by sub-suppliers

**Supplier** - suppliers and business partners and their corporate bodies, Employees, representatives, sub-suppliers, sub-contractors or others acting on their behalf

## 1.3. Guiding Principles

The Code is based on the following global standards:  
the ten principles of the United Nations Global Compact;  
the OECD Guidelines for Multinational Enterprises;  
the UN Universal Declaration of Human Rights;  
the UN Convention on the Rights of the Child;  
the fundamental conventions of the International Labour Organization;  
the Rio Declaration; and  
the UN Convention against Corruption.

The Code comprises business ethics, human rights, labour standards and environmental impact.

Suppliers shall comply with all applicable laws, rules and regulations in all locations where they conduct business. In addition, Suppliers are required to conduct their business ethically and consistently according to the principles in the Code and any additional requirements agreed upon in contract documents. In case of contradictions between the Code and applicable laws, rules and regulations, the more stringent requirements shall apply.

All business relationships between Arise Group and our Suppliers are to be based on transparency, trust, and collaboration. Suppliers shall proactively meet the demands of the Code in both their operations and their supply chains. Additionally, Suppliers are responsible for ensuring that Employees and business partners understand the Code and take necessary measures to implement the requirements.

## 1.4. Compliance and Consequences

Suppliers shall establish and maintain adequate risk management and internal controls, including undertaking regular monitoring, implementing policies and procedures in order to prevent, detect, and promptly address any non-compliance or breaches of this Code. Suppliers are recommended to maintain a suitable and systematic approach that is proportionate to the size,

complexity and risk environment of their business. This shall cover the areas of business ethics, human rights, labour standards and environmental impact.

Arise Group shall have the right to request compliance reports from Suppliers and will on reasonable notice be entitled to audit the Supplier's performance and compliance with the Code. Upon reasonable request, the Supplier shall provide information about companies that act as sub-contractors or sub-suppliers to the Group, along with compliance reports.

If a Supplier suspects that the terms of the Code are not adhered to in its operations or its value chain, or that Arise Group is not acting in accordance with the Code, the Supplier shall raise concerns directly to the Arise Group representative as stated in the contract or to Arise Group whistleblowing channel.

Suppliers are encouraged to establish secure and confidential reporting mechanisms for Employees and partners to report any misconduct.

In the event of a Supplier's failure to comply with this Code, the Supplier must take appropriate corrective measures to remedy the breach and prevent a recurrence of such breach in the future.

Any material violation of the Code or repeated refusal to provide the information requested may result in Arise Group's suspension or termination of its business relationship with the Supplier. In case of a violation of law or regulation, Arise Group will report the matter to relevant authorities. If the violation of compliance concerns a sub-supplier and no corrective measures are taken upon request, the Supplier shall replace the sub-supplier.

## **2. Business Ethics**

### **2.1. Anti-corruption, Anti-bribery, and Financial Crime**

Suppliers are expected to uphold the highest standards of integrity in all business interactions. Any form of corrupt practices, whether direct or indirect, is strictly prohibited. This includes, but is not limited to, extortion, bribery, nepotism, cronyism, fraud, facilitation payment or embezzlement.

Suppliers shall take measures to combat money laundering, tax fraud, tax evasion, terrorism financing and other criminal financial activities.

### **2.2. Foreign Trade Regulations and Sanctions**

Suppliers shall comply with the applicable export, import, customs, and foreign trade regulations, as well as economic sanctions imposed by the EU, UK, US or UN.

### **2.3. Competition**

Suppliers shall conduct their activities in a fair, justifiable, and ethically responsible manner that complies with applicable competition laws and regulations. Any agreements or practices among competitors that restrict competition are prohibited. This includes, but is not limited to, fixing prices, engaging in bid rigging, establishing output restrictions or quotas, and assigning customers, suppliers, territories or lines of commerce.

## 2.4. Confidential Information and Conflicts of Interest

Suppliers shall protect confidential information and respect intellectual property rights by safeguarding it against misuse, theft, fraud or improper disclosure. Suppliers shall avoid any conflict of interest which may jeopardise the Suppliers' credibility or any other parties' confidence in Arise Group. Suppliers shall report to Arise Group all conflicts of interest that may influence the business relationships.

## 2.5. Responsible Sourcing of Materials

Suppliers shall undertake due diligence on relevant materials in their supply chains. Suppliers are encouraged to develop due diligence policies and management systems to identify applicable risks, and take appropriate steps to mitigate them.

Suppliers shall use materials that do not originate from high-risk areas, which include areas associated with conflict, child labour, forced labour and human trafficking, human rights violations or other high-risk activities, including severe health and safety risks and negative environmental impacts.

Suppliers shall take appropriate measures to identify the use of minerals (e.g., tin, tungsten (wolfram), tantalum and gold) from high-risk or conflict areas in their operations or supply chains. If such materials are identified the Supplier shall take corrective actions.

## 2.6. Data protection

Suppliers shall comply with all applicable data protection laws and regulations in collecting, processing, storing or otherwise handling personal data of any individuals. This includes, but is not limited to, Employees and other individuals in the value chain.

## 2.7. Disclosure

Suppliers shall consider the disclosure policies established in the countries and sectors where they operate. Suppliers are expected to communicate responsible business conduct information and provide regular, timely, reliable, clear, complete, accurate and comparable information in sufficient detail on all material matters.

# 3. Human Rights

Suppliers shall respect internationally recognised human rights, as defined in the UN Universal Declaration of Human Rights and the UN Convention on the Rights of the Child.

Suppliers shall take proactive measures to avoid causing, contributing to, or being linked to adverse impacts on human rights. This includes all forms of rightsholders, such as workers, affected communities and human rights defenders. Suppliers are encouraged to conduct regular human rights due diligence to identify, prevent, mitigate and account for how they address their impacts on human rights.

Suppliers shall respect indigenous peoples' rights and their social, cultural, environmental and economic interests, including their connection with lands and other natural resources. Suppliers

shall adhere to the principles of obtaining Free, Prior and Informed Consent (FPIC) from indigenous people for any project that affects their land use rights.

## **4. Labour Standards**

Suppliers shall support and respect the principles in the ILO Declaration on Fundamental Principles and Rights at Work.

### **4.1. Health and Safety**

Suppliers shall take Employees' welfare needs into account and provide a safe and healthy workplace in compliance with all applicable laws and regulations. Suppliers shall provide Employees with appropriate health and safety information and relevant training and equipment. At a minimum, Suppliers shall provide Employees with drinking water, clean toilets, adequate ventilation, emergency exits, proper lighting and access to first aid supplies or other provisions for emergency care.

Suppliers shall comply with any additional safety requirements agreed upon in the contract documents.

### **4.2. Prevention of Alcohol and Drug Use at Work**

Suppliers shall secure an alcohol and drug-free workplace. Employees are permitted to work at the Arise Group's sites only if they are sober and drug-free. Suppliers shall have a policy or guideline to take precautionary action against alcohol and drug abuse. Occasional drug tests can be performed on Employees when they are working at the Arise Group's sites if it is allowed by national (or local) laws.

### **4.3. Freedom of Association and Collective Bargaining**

Suppliers shall recognise and respect Employees' freedom of association and their right to freely choose their representatives. Suppliers shall also recognise Employees' right to collective bargaining. Suppliers shall not discriminate or take disciplinary measures against employees who choose to affiliate with a trade union.

### **4.4. Wages and Working Hours**

Suppliers shall ensure that Employees understand their employment conditions. Salary and terms shall be fair and reasonable and comply at a minimum with national laws or industry standards, whichever are higher. Working hours shall comply with national laws. Employees shall be granted a consecutive period of rest, in accordance with national law or international regulation, whichever is stricter.

### **4.5. Modern Slavery and Forced Labour**

Suppliers shall not contribute to, or use, any forms of modern slavery. This includes, but is not limited to, human trafficking, forced labour, debt bondage and child labour, or any forms of forced or compulsory labour as defined in law or international standards (e.g., UN Universal Declaration of Human Rights and the ILO Forced Labour Convention).

Employees shall be free to leave their employment after reasonable notice as required by national law or contract. Employees shall not be required to lodge deposits of money or identity papers with their employer. Suppliers shall make available employment contracts to all Employees stating the terms and conditions of service, written in a language that is easily understood by the individual.

#### **4.6. Child Labour and Young Workers**

Suppliers shall not contribute to or use any form of child labour. Suppliers shall not, under any condition, employ children who are below the minimum legal age for employment. The minimum age is the age of completion of compulsory schooling, or not less than 15 years (or 14 years where the law of the country permits). Children under 18 years shall not be employed for any hazardous work or work that jeopardises their health, safety, or morals, or is inconsistent with the child's personal development.

#### **4.7. Non-discrimination**

Suppliers shall treat Employees with respect and dignity. Any form of discrimination based on partiality or prejudice is strictly prohibited. This includes, but is not limited to, discrimination based on race, colour, gender, religion, political opinion, national extraction, social origin, disability, age, and gender identity. Additionally, threats of violence, corporal punishment, physical or verbal abuse or other unlawful harassment are strictly prohibited.

## **5. Environment**

Suppliers shall comply with all applicable environmental laws and regulations and uphold and adhere to necessary licences, registrations and permits. Additionally, Suppliers shall operate responsibly in relation to the environment and minimise environmental risks and impacts within their operations and supply chains. Suppliers are encouraged to set measurable improvement targets.

Suppliers shall adopt a proactive and precautionary approach to environmental challenges in relation to, for instance, climate change mitigation, biodiversity conservation and promoting resource efficiency, throughout the value chain. In addressing climate change, Suppliers are expected to reduce greenhouse gas emissions in their operations, ideally in alignment with the 1.5-degree scenario outlined in the Paris Agreement.

## Appendix 1 - Compliance Commitment

We, as business partner to Arise, hereby confirm that we have received, read and understood the content of Arise's Supplier Code of Conduct (the Code).

We commit to complying with the Code, taking the responsibility of informing all our employees concerned about the content of the Code and to making sure they comply with the Code accordingly.

In addition, we also take the responsibility of informing all related subsidiaries and subcontractors about the Code to secure their awareness and possibility of complying.

If we, any representative of our company, subsidiary or subcontractors, have questions concerning the meaning or application of the Code, or have anything to report, we know that we should contact Arise, knowing that our questions or reports to these sources will be maintained in confidence.

Yes, we have an Anti-Corruption Policy/Code, and it is enclosed for your reference.

**PLACE AND DATE**

**BUSINESS PARTNER COMPANY NAME**

\_\_\_\_\_

\_\_\_\_\_

**TITLE**

\_\_\_\_\_

**SIGNATURE**

**NAME IN PRINTED LETTERS**

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**PLEASE SIGN AND SEND THIS PAGE TO ARISE. THANK YOU.**