



Code of Conduct for Business Partners

Granitor

LIST OF CONTENT

GENERAL..... 3

BUSINESS PARTNER CONDUCT..... 3

HUMAN RIGHTS 5

LABOUR 6

ENVIRONMENT..... 7

ANTI-CORRUPTION 7

COMPLIANCE AND FOLLOW-UP..... 7

REPORTING VIOLATIONS..... 8

GENERAL

Alucrom Sp. z o. o. is part of the Granitor Group, therefore in this document we refer directly to the Code of Conduct for Business Partners developed by Granitor.

The vision of Granitor, as articulated in our Management Platform, is a better future where we contribute to creating a community where people can live, grow and prosper.

Economic success and good corporate citizenship are inseparable objectives for Granitor. As such, responsible and ethical behavior toward employees, business partners, society and the environment are integral parts of our company's value system. Complying with the law and legislation in our business activities is very important to us.

We want the Granitor commitment to be reflected also in the relationships we maintain with our Business Partners. This Code of Conduct for Business Partners sets forth Granitor's standards and expectations with respect to key areas of corporate responsibility. The continuity and further development of successful business relationships depend to a large extent on a shared commitment to business conduct and social responsibility. Our goal is to work with our Business Partners in our common dealings to assure compliance with our requirements and we expect all Business Partners to share our commitment to responsible and ethical conduct in business.

The Granitor Code of Conduct for Business Partners is based on our Granitor Code of Conduct, that reflects the principles of internationally recognized standards for responsible corporate governance. These include, for example, the United Nations (UN) Global Compact and the labor and social standards of the International Labour Organization (ILO).

Granitor is defined as all units included in Granitor AB and Granitor Invest AB. Business Partners for the purposes of this Code of Conduct shall include all third parties who act for, on behalf of, or together with Granitor. These include, among others, suppliers, project partners, consultants, agents, subcontractors, minority shareholders and sales representatives.

BUSINESS PARTNER CONDUCT

Our Business Partners shall adhere to applicable law at the local, national and international level.

The observance of all applicable laws and regulations is very important to us and we also expect this attitude from our Business Partners. This is the only way in which a trusting and long-term business relationship can be ensured.

All Business Partners shall be familiar - and comply - with the laws, regulations and guidelines that are relevant to their respective activities for, together with or on behalf of Granitor.

In specific countries, business areas or markets, stricter rules than those described in this Code of Conduct may be in place. In such cases, the stricter rules are to be applied.



Our Business Partners shall comply with foreign trade regulations.

National and international laws regulate the import, export and domestic trade of goods, technologies or services, the handling of specific products, and capital movements and payments. Adequate procedures must be used to ensure that transactions with third parties do not violate current economic embargoes or regulations of trade, import and export control or regulations for the prevention of terrorism financing or any other such regulations/restrictions applicable from time to time in any relevant jurisdiction. It is the obligation of the Business Partner to keep himself updated on any and all new regulations/restrictions introduced.

Our Business Partners shall condemn any form of fraud and other fraudulent behavior toward Granitor and third parties.

Every form of fraud (e.g. fraud, embezzlement, theft, misappropriation, tax evasion or money laundering) is prohibited, regardless of whether Granitor assets or third-party assets are affected.

Our Business Partners shall observe the applicable antitrust and competition law.

Our Business Partners are committed to fair and unrestricted competition as a core element of a free economy. They refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers as well as from restrictive market practices. This includes, but is not limited to, agreements with competitors about prices, agreements about market allocation by customers or regions with competitors, boycotts, as well as the unlawful exchange of competitively sensitive information with competitors.

Our Business Partners shall observe the applicable laws and rules when personal data and information are collected, stored, processed or transferred.

When collecting, storing, processing or transferring personal data (e.g. name, address, telephone number, date of birth, health information or other information that according to applicable data protection regimes is defined as personal data) relating to employees, customers or other third parties, our Business Partners take great care and maintain strict confidentiality, while also observing applicable laws and rules.

Our Business Partners shall conduct their business, store documents and perform financial reporting with integrity.

Business transactions, assets and liabilities will be recorded, documented and archived in accordance with legal requirements and in accordance with international accounting praxis.

Documents relevant to financial reporting may not knowingly include incorrect or misleading entries. Any balance sheet manipulation is prohibited.

Our Business Partners shall disclose potential or actual conflicts of interest and resolve these as quickly as possible.

Business Partners who are affected by a potential or actual conflict of interest in their activities in relation to Granitor, or any relevant third party, are obliged to disclose and resolve it promptly.



Our Business Partners shall protect confidential information from unauthorized disclosure and misuse, just as they shall protect Granitor's reputation when making public statements.

Our Business Partners shall ensure that confidential information and data are stored carefully, that information is not forwarded or made available to unauthorized persons and is only used for the agreed business purposes.

The discussion of confidential information in public and social media or the unauthorized disclosure of information about Granitor or its customers to third parties, such as the media or competitors, shall constitute a breach of confidentiality and may also constitute an antitrust violation.

Our Business Partners shall use information provided to them by Granitor exclusively to fulfill their tasks within the scope of providing services for Granitor and shall protect it from internal and external misuse.

Sensitive information is regularly used and processed with IT systems in the course of everyday business. This requires appropriate security measures (processes, approved technologies and licensed software) in order to protect intellectual property and personal data. Ignoring appropriate security measures can lead to serious consequences, such as data loss, identity theft or copyright infringement or breach of applicable data protection regulations.

Our Business Partners undertake to use information provided by Granitor exclusively to fulfill their contractual obligations and not for their own or personal purposes, or for unethical or illegal activities.

It is the task of our Business Partner to ensure that all necessary measures are taken to guarantee the security of sensitive information and to protect it from internal and external misuse and threats.

Sensitive information provided by Granitor that is no longer needed by the Business Partner should be returned or destroyed as instructed by Granitor from time to time.

HUMAN RIGHTS

Our Business Partners shall respect and support the protection of universally recognized human rights and make sure that they are not complicit in violations of human rights.

Our Business Partners support the principles of the Universal Declaration of Human Rights, the UN Global Compact and the core labor standards of ILO.

Our Business Partners shall provide a workplace environment that does not allow for discrimination.

Our Business Partners do not tolerate any form of discrimination and physical or verbal harassment on grounds including – but not limited to – race, gender, skin color, national or social origin, religion, age, disability, sexual orientation, political views or any other status that may involve exposure – regardless where the workplace is located.



Our Business Partners maintain a respectful and dignified relationship with their employees, free from harassment, bullying or intimidation.

Our Business Partners shall not tolerate sexual harassment in the work place.

Our Business Partners do not tolerate any sexual harassment in the work place – regardless where it is located. Sexual harassment refers to behavior of a sexual nature that violates a job employee or applicant. This can include unwelcome physical touching and contact, unwelcome advances, derogatory jokes about the sex a person belongs to, comments about appearance, unwelcome glances and pornographic images. It is the person that is exposed that determines whether the behavior is unwelcome or not.

LABOUR

Our Business Partners shall not use or tolerate forced or child labor.

Our Business Partners also do not condone forced labor, i.e. all work or service which is exacted from any person under the threat of any penalty and for which the said person has not offered himself voluntarily, modern forms of slavery and trafficking for labor.

Our Business Partners do not tolerate any child labor in the meaning of ILO Conventions 138 and 182 and national laws.

Our Business Partners shall adhere to the statutory regulations on fair working conditions and allow their employees to speak up freely and without fear of retaliation.

The statutory regulations to ensure fair working conditions, including those on payment, working times and the protection of privacy, are observed by our Business Partners.

Furthermore, our Business Partners recognize the rights to freedom of association and collective bargaining in accordance with valid laws and provisions.

Attempts to intimidate and retaliate against employees who report actual or suspected misconduct in good faith are not tolerated by our Business Partners. Our Business Partners provide their employees the opportunity to report potential compliance violations in confidence.

Our Business Partners shall protect the health and safety of their employees in the workplace.

Our Business Partners provide a healthy and safe working environment – regardless where their work is undertaken - for their employees by observing the laws and rules on health and safety in the workplace. It is a general obligation in all undertakings to actively assess the risks, related to the operations.

Our Business Partners shall not tolerate representatives under influence of drugs

Our Business Partners do not tolerate that their representatives are under the influence of alcohol and narcotics when they are on duty. When off duty, representatives always must take into consideration local laws and customs.

ENVIRONMENT

Environment and climate protection as well as the responsible use of natural resources are important parts of our Business Partners' responsibility toward the environment and society

Our Business Partners observe the applicable regulations regarding environmental protection, in particular regarding operational and product-related environmental protection.

We expect from our Business Partners responsible sourcing and use of natural resources.

ANTI-CORRUPTION

Our Business Partners shall condemn any form of corruption and bribery.

Our Business Partners dissociates themselves from any form of active or passive corruption, irrespective of whether it concerns public officials or occurs in business dealings. Corruption, bribery, cartels and similar dealings distort markets and hamper economic, social and democratic development.

Our Business Partners only grant benefits (e.g. invitations or gifts connected with publicity measures, donations or sponsorships) to the extent permitted by applicable national anti-corruption legislation or internationally accepted practice.

COMPLIANCE AND FOLLOW-UP

Our Business Partners shall guarantee that this Code of Conduct for Business Partners is implemented and observed in the contractual relationship with Granitor

Our Business Partners guarantee that the minimum standards of this Code of Conduct for Business Partners are complied with in the contractual relationship with Granitor and in any business relationships with third parties that emanate from Granitor.

To this end, our Business Partners pass on the values and principles of the Granitor Code of Conduct for Business Partners to their employees, and, if applicable, subcontractors, who perform activities for Granitor and work toward ensuring that these are observed.

Our Business Partners shall make their best efforts to ensure that their own Business Partners, whom they appoint to work for or on behalf of Granitor, are familiar with - and adhere to - the minimum requirements of this Code of Conduct for Business Partners.

As the minimum standards of the Granitor Code of Conduct for Business Partners should be observed along the entire value creation chain, our Business Partners shall inform third parties they appoint within the scope



of their activities for Granitor (e.g., subcontractors, material suppliers and consultants) of this code. Our business partners work to ensure that it is observed by their third parties in the contractual relationship with Granitor.

A Business Partner of Granitor's is required to allow Granitor to conduct an audit of the operations relevant to this code

Our Business Partner allow Granitor, or any third party authorized by Granitor and reasonably acceptable to the Business Partner, to conduct in the presence of the Business Partner an audit of the Business Partner's operations relevant for this code including, but not limited to, the Business Partner's facilities and relevant extracts from books and records. At the Business Partner's request, the parties involved in any such audit shall enter into a confidentiality agreement regarding the circumstances disclosed in the audit.

Violations of the Granitor Code of Conduct for Business Partners may result in Granitor taking appropriate actions

In cases of suspected violations of the Granitor Code of Conduct for Business Partners, the Business Partner supports any examination conducted by Granitor.

In the event of violations of the Granitor Code of Conduct for Business Partners, Granitor reserves the right to respond in a manner appropriate to the severity of the violation. This includes, but is not limited to, making a request for the immediate remediation of the violation, asserting claims for damages or terminating the contract. In the event of serious violations of the, Granitor reserves the right to terminate the contract without notice.

REPORTING VIOLATIONS

Reporting channels available both to our employees and our Business Partners for reporting compliance violations.

Compliance violations to this code should be reported directly to applicable Granitor organizational or decision level.

END