

Supplier Code of Conduct

May 2023



Introduction

A-Train's goal and purpose of its business is to move car and bus traffic from the highway to rail traffic. At the same time, A-Train wants to ensure that our staff, our travellers and our suppliers and partners feel good and operate in a safe and secure environment. This is the basis of all our work. This is also where we make the greatest contribution to society and contribute most to long-term sustainable development.

A-Train shall work for a reduced climate and environmental impact, active anti-corruption work, respect for human rights and good and decent working conditions, including a safe and secure working environment, good business ethics and responsible behaviour in the tax area. Therefore, we see it as our responsibility to work closely with suppliers and business partners to contribute to both the ecological and social aspects of travel and that our services maintain a social, economic, and environmental standard that is long-term sustainable. This should also apply to our business partners.

This Code of Conduct (the "**Code**") sets out the minimum requirements that we impose on our suppliers and their subcontractors, as well as on our other business partners. The requirements are mainly based on Swedish law as well as international conventions and established standards from, among others, the UN, ILO and OECD regarding human rights, labour rights and responsible business practices.

General

This Code applies to any supplier who provides services and/or products to or on behalf of A-Train [or any of A-Train's [group companies]] and other business partners (the "**Supplier**").

The Supplier is obliged to ensure that its suppliers and subcontractors that are part of A-Train's value chain meet and comply with the requirements of the Code, or equivalent standards that are at least as strict.

If the Supplier has adopted its own code of conduct or otherwise committed to a standard similar to that set forth in the Code, A-Train reserves the right to evaluate whether it is an equivalent alternative to the Supplier committing to the Code.

Business integrity

Compliance

The Supplier shall comply with all laws, regulations, and industry standards applicable to its operations. The Supplier shall obtain, maintain, and comply with the terms and conditions of any permits, licenses, and registrations required for its operations. In the event of discrepancies between such terms and conditions and the Code, the strictest standard shall apply.



Information management and data protection

Information received by the Supplier, including personal data and confidential information, shall be adequately protected, and may only be used for the intended purpose. The Supplier shall comply with all applicable rules regarding the processing of personal data and information security.

Anti-corruption

The Supplier shall not offer, nor accept, any benefits that may be perceived as improper or which involve any form of expected reward, seeking to obtain undue or unfair advantage for anyone, or otherwise engaging in or accepting any form of corruption, extortion, embezzlement, or bribery.

The Supplier shall take measures to avoid conflicts of interest in relation to A-Train.

Fair competition

The Supplier shall not engage in any activities that may have a negative impact on competition, such as sharing information or entering into agreements with competitors concerning pricing or market-sharing.

Money laundering, terrorist finance and financial crime

The Supplier shall take appropriate measures to ensure that the Supplier does not facilitate or participate in money laundering, terrorist financing or other financial crimes.

Sanctions and export control

The Supplier shall comply with all economic, financial, and trade-related sanctions (such as those imposed by the EU, UN, US, and UK) applicable to the Supplier's operations.

The Supplier certifies that neither the Supplier, nor any natural or legal persons directly or indirectly owning or controlling it, or any of its representatives (including the CEO and board members) are included in any list of persons subject to such sanctions. The Supplier may further not engage in business relations with natural or legal persons included in such sanction lists.

Human rights and labour rights

Human rights

The Supplier shall make sure that it is not complicit in human rights violations. The Supplier is expected to support and respect the protection of internationally proclaimed human rights. The Supplier shall also take adequate measures to assess the risk of causing, contributing to or being linked to serious human rights violations and, where applicable, ensure that human rights violations cease immediately.

Discrimination and victimisation

The Supplier must not practice discrimination or victimisation, *inter alia* in connection with recruitment, salary setting, training, promotion, or dismissal. The Supplier must protect its staff from all forms of psychological and physical harassment, bullying, threats, violence, and oppression.

The Supplier is expected to work actively to promote equality, diversity, and inclusion in its business.

Forced labour

The Supplier assures that all work is performed on a voluntary basis. No form of forced labour or work linked to any form of threat or punishment is allowed. No employee may be forced to deposit valuables, identity papers or similar items with their employer or others.



Child labour and young employees

The Supplier assures that child labour does not occur in its operations. The Supplier shall not employ persons younger than the legal age of employment (according to ILO Convention no. 138) and shall ensure the right of young labour (below 18) to be protected from economic exploitation and from work that is hazardous or interferes with their education or moral, social, spiritual, mental, or physical development (e.g. night work).

Organisation and working conditions

Employees shall receive their employment terms and conditions in writing and shall be informed in an understandable way about the terms and conditions and their rights.

It is not allowed to collect fees, deposits or similar from job applicants or employees in relation to their recruitment or employment.

Wages shall be paid according to employment contracts, in a timely manner and in full directly to employees. The Supplier shall pay at least the statutory minimum wage and work to ensure that living wages are paid to employees. Overtime and other separate compensation shall be set out separately on the payslip.

The Supplier shall ensure that working hours, including overtime, are reasonable, and do not exceed applicable legal limits. Employees shall be entitled to adequate rest (on average at least one day a week). Leave, including annual leave, public holidays, sick leave, and parental leave shall be granted and remunerated at least in accordance with local legislation and applicable collective agreements.

Employees should be able to raise complaints and report irregularities without fear of retaliation.

Freedom of association and collective bargaining

The Supplier shall fully respect and recognize the employees' right to form or join any associations of their own choosing, and to bargain collectively, as well as the rights of employees to refrain from doing so.

Work environment and safety

The Supplier shall ensure that the working environment is safe, hygienic, and well maintained.

The Supplier shall make sure that all employees receive relevant information and training on occupational health and safety. The employees shall receive necessary protective equipment.

The Supplier shall carry out risk assessments and take preventive measures to minimize injuries and health hazards. The Supplier shall monitor and report work-related injuries and illnesses.

The Supplier shall ensure that employees do not perform work while under the influence of alcohol or other drugs.

Environment and climate

Environmental protection

The Supplier assures that it does not cause any serious environmental damage through its operations.

The Supplier shall have knowledge and control of its environmental impact. The Supplier observes the precautionary principle for environmental risks and work continuously to avoid and reduce the negative environmental impact of its operations, including its emissions to air, soil, and water.

The Supplier shall handle complaints and deficiencies concerning its environmental protection systematically and promptly.

Climate impact

The Supplier shall work to continuously improve the efficiency of its energy use, reduce greenhouse gas emissions, and minimize the use of fossil fuels.

The Supplier is expected to set goals and work in accordance with action plans for emission reductions in its own operations and value chain which are in line with the latest climate science.

Materials and resource efficiency

The Supplier shall, as far as possible, choose materials that are better for the environment and minimize the use of virgin resources.

Waste

The Supplier shall have systems in place to manage waste properly and to promote reuse and recycling.

Hazardous substances

The Supplier shall handle hazardous substances and chemicals in a legal and responsible manner and, where reasonably possible, substitute such substances for less hazardous ones.

Compliance with the Code

Due diligence processes

The Supplier must have adequate processes to continuously identify, assess and manage risks related to the issues covered by the Code (so-called due diligence processes) in its own operations and value chain.

Compliance monitoring

The Supplier shall perform necessary internal controls to ensure compliance with the Code, applicable laws, and regulations, in its own operations.

The Supplier shall impose binding requirements for compliance with the Code, or equivalent requirements that are at least as strict, on any of its own suppliers and subcontractors in A-Train's value chain and carry out corresponding checks regarding their compliance.

Reporting of non-compliance

The Supplier shall have systems in place for its personnel to report misconduct and non-compliance with the requirements of the Code, applicable laws and regulations, as appropriate to the size and scope of its operations, and in any case in accordance with legal requirements.

The Supplier shall promptly notify A-Train of any material non-compliance or suspected non-compliance with this Code.

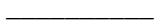
Disclosure and audit

At the request of A-Train, the Supplier shall promptly provide A-Train with relevant information to monitor the Supplier's compliance with the Code and as required for A-Train's reporting on sustainability issues to its stakeholders. A-Train, or a third party authorised by A-Train and reasonably acceptable to the Supplier, shall have the right to conduct audits of the Supplier in relation to its operations relevant for this Code. Audits shall, unless there are specific reasons, be announced beforehand and performed during normal business hours.

At A-Train's request, the Supplier shall provide information about its own suppliers and subcontractors that are part of A-Train's value chain. The Supplier shall ensure corresponding information and auditing rights in relation to them and, at A-Train's request, request information or perform audits and communicate the results to A-Train.

Consequences of non-compliance

In case of a breach of the Code by the Supplier [and/or its business partners in A-Train's value chain], A-Train is entitled to require that the Supplier takes corrective measures [and/or that the Supplier's business partners in A-Train's value chain take corrective measures]. A material breach of the Code that is of a non-rectifiable nature or not rectified swiftly, constitutes a material breach of all then-current contract(s) between A-Train and the Supplier, which enables A-Train the right to immediately terminate such contract(s).



This Supplier Code of Conduct may be included as an integral part of a contract between A-Train and the Supplier by reference to the Code. In such cases, the Supplier accepts and undertakes to comply with the Code by entering into the relevant contract with A-Train.

In the event that the Code is not part of the agreement between A-Train and the Supplier, the Supplier may separately accept and undertake to comply with the Code by signing the certificate below.

By the execution of this Supplier Code of Conduct, the Supplier hereby undertakes to comply with the Code and accept the conditions set out therein.

Company:			
Date and place:		Date and place:	
Signature (authorised company signatory):		Signature (authorised company signatory):	
Name:		Name:	

