
Business Partner Code of Conduct

INTRODUCTION

Insta is committed to sustainable and responsible business operations and expects the same from all its partners, and this Code of Conduct (CoC) describes the ethical requirements and sustainability principles for business operations that partners are expected to apply in their collaboration with Insta business units. Partners must comply with these requirements and principles in all activities related to their employees, group companies, and suppliers.

Insta reserves the right to cancel any outstanding orders, suspend placing new orders, and/or to terminate any supplier agreement if this CoC is substantially violated.

1. COMPLIANCE WITH THE LAW AND SOCIETAL RULES

Partners must observe all legislation and regulations in force. This CoC does not replace or take precedence over applicable legislation and regulations. Instead, it defines the minimum requirements for Insta's partners. If this CoC cannot be complied with due to conflicting legislation or regulations, the partner must operate in the spirit of this CoC to the extent possible. If local customs or practices conflict with this CoC, the partner must comply with this CoC.

2. BUSINESS OPERATIONS

2.1 Ethical operations

Partners must maintain high ethical standards in all their operations and forbid all fraudulent or corrupt practices and money laundering.

2.2 Anti-corruption

Insta's partners must not tolerate any bribery or corruption. Partners must ensure that their managers, employees, or third-party representatives do not offer, promise, give, or receive bribes or undue payments to obtain new business, retain current business or to receive any other undue benefits. Partners must not participate in any bribery, be it a one-off event or systematic, or otherwise offer any incentives to Insta employees, their family members, or friends to obtain or retain business. Partners must not offer any gifts or hospitality or any other benefits to Insta employees or by the request of an Insta employee, in any situation where it can or could affect a decision the employee must make in relation to the partner. Insta employees are not allowed to accept any gifts, hospitality, or other benefits from Insta's partners that participate in any current requests for tenders or agreement negotiations or will participate in these in the near future. Insta employees, who are in positions where they can influence the selection of a business partner, are also not allowed to receive any gifts or hospitality. In other situations, partners may offer modest and regular hospitality if it is in line with applicable legislation as well as small in scope and value, and offered only from time to time. Cash or other comparable gifts, such as gift vouchers, must never be offered. Partners must never offer gifts, hospitality, or other benefits to family members of Insta employees.

2.3 Conflicts of interest

Insta employees have a duty to act in the best interest of Insta. Partners must avoid all interaction with Insta employees that could be in conflict or could be interpreted to conflict with this duty. Partners must disclose any conflicts of interest or situations in which a conflict of interest could arise when they collaborate with Insta. Partners must notify Insta if an Insta employee or a family member of an employee has a significant

financial or other relationship with the partner or if they work for the partner or hold a management position in the partner's organization.

2.4 Fair competition

Partners must compete fairly and observe all applicable competition legislation and regulations. Partners must not, for example, make an agreement with their competitors on increasing the prices of products or on restricting their availability.

3. OBSERVING TRADE REGULATIONS

Partners must observe all applicable export control legislation and regulations, including international trade sanctions issued by the UN, the EU, or other authorities. Partners must inform Insta without undue delay if (i) the partner, its direct owner, its beneficial owner, a member of its management or its agent or representative is subject or becomes subject to international trade sanctions or restrictions; (ii) the partner is the subject of an investigation related to compliance with international sanctions; or (iii) the partner is aware or becomes aware that one of the products, pieces of software or technologies it provides to Insta is subject to export control or export permit requirements. Partners must – upon Insta's request – provide Insta with information on the manufacturing locations of the products the partner has supplied and the Certificate of Origin of the products.

The partner must comply with all applicable laws and international regulations regarding conflict minerals. The partner must be able to prove that the tin, tantalum, tungsten, and/or gold they use is conflict-free. The country of origin of these materials must not be the Democratic Republic of the Congo, Congo, Uganda, Rwanda, Burundi, Tanzania, Angola, Zambia, South Sudan, or the Central African Republic, and the materials must have a verifiably conflict-free smelter.

4. LABOR AND HUMAN RIGHTS

Partners and their subcontractors must respect all internationally recognized human rights, including the rights specified in international human rights laws, the UN Guiding Principles on Business and Human Rights, and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

4.1 Non-discrimination

Partners must treat their employees fairly and equitably. Partners must not discriminate against any employee in recruiting, while determining raises, promotions, or disciplinary actions, when terminating an employment, or when an employee retires, based on the employee's gender, gender identity, age, religion, marital status, sexual orientation, disability, social status, political opinion, nationality or ethnicity, or any other personal characteristic not related to the person's competence or the requirements of their work.

4.2 Child labor or forced labor

Partners must not have in their employment persons who are under 15 years of age or whose age is under the legal minimum working age or minimum school-leaving age in their jurisdiction, whichever is higher. Young employees must not work in tasks that are mentally, physically, socially, or ethically dangerous or harmful or detrimental to their education by preventing them from participating in education. Partners must not under any circumstances use forced labor (including human trafficking, slave labor, and indentured servitude). Partners must also not use subcontractors or have partners that use child labor or forced labor. Mental and physical coercion, slavery and human trafficking are forbidden.

4.3 Respect and dignity

Partners must treat their employees with respect and dignity, and ensure that their employees are not subjected to physical, sexual, psychological, or verbal harassment, abuse, or threats.

4.4 Employment contracts

Partners must ensure that their employees (including contractors and temporary and part-time employees) are reimbursed for their work according to applicable legislation related to wages and salaries, including provisions related to minimum wage, overtime pay, paid holidays, and other statutory benefits. Partners must ensure that all their employees receive the documents related to their employment and that the contents of the documents have been voluntarily agreed and are in line with the statutory rights of the employees and their rights related to entering into agreements.

4.5 Right to organize

Partners must respect their employees' right to organize and to participate in negotiations related to collective agreements in accordance with applicable legislation and regulations. Employees must not be threatened or harassed when they exercise their right to join or not join a trade union.

4.6 Complaints

Partners must ensure their employees have the appropriate means to express any concerns they have on the partner's compliance with this CoC. Employees making such a notice in good faith must be protected from any possible retaliation.

4.7 Community rights

Partners must respect all community rights in their operations, such as the right to a safe environment. Partners must assess, anticipate and, to the extent possible, avoid all harmful effects to the local communities they operate within. Particular attention must be paid to groups in vulnerable situations, such as children, ethnic minorities, and indigenous peoples.

5. HEALTH AND SAFETY

Partners must provide a safe and healthy working environment for their employees in accordance with applicable legislation and regulations. Partners must provide their employees with the necessary health and safety information, training, and equipment. Partners must have effective safety programs in place that at least cover employee safety, emergency preparedness and exposure to harmful chemicals, biological substances, epidemics, and pandemics. The employees of partners must not be under the influence of alcohol or narcotic substances while performing work for Insta. The partner must comply with or specifically challenge the safe working methods, occupational safety instructions and other guidance which strives for better health and safety in work done for Insta, as instructed by Insta. Should an employee make a safety observation or cease working due to a safety observation or danger, the employee must not be punished.

6. THE ENVIRONMENT

Partners must take all reasonable measures to protect the environment and to minimize all harmful environmental effects of their operations. Partners must comply with all applicable environmental legislation and regulations and the requirements specified in the environmental appendix of all delivery and purchase agreements. The appendix contains bans, restrictions, and recycling and disposal instructions of certain substances. Partners must ensure that they have all environmental permits, licenses, and registrations required for their

operations. They also must maintain these and comply with them. Partners must monitor and control all harmful emissions and pollution released to air, soil, or water in their operations as well as other waste. They must minimize the amounts of these and treat them appropriately. Partners must continuously work towards reducing their carbon footprint, for example, by improving energy efficiency, making use of renewable energy sources, reducing the amount of waste they produce, and ensuring their waste is appropriately recycled. Partners must have an appropriate, organized, and systematic environmental responsibility management process that, when applicable, includes the methods for defining a suitable environmental management system.

7. INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY

Partners must comply with all applicable intellectual property rights legislation and international agreements. Partners must not violate any intellectual property rights belonging to Insta or any third party. Unless otherwise agreed, partners do not have the right to publicize their partnership with Insta or to use any of Insta's copyrights without express and prior written approval from Insta.

8. MONITORING AND REPORTING

Partners must monitor their compliance with this CoC regularly. Upon Insta's request, partners must provide Insta with all the information and documents required to ensure the partner's compliance with this CoC. If Insta has reason to believe (e.g., based on information published by media) that a partner is violating this CoC, Insta has the right to audit the premises of the partner and ensure the partner's compliance with this CoC by itself or by assigning a third-party auditor. If a partner is, based on Insta's reasonable assessment, found to be violating this CoC, Insta has the right to terminate the partnership immediately. If a partner becomes aware of its employees or Insta employees violating the requirements of this CoC, the partner must notify Insta without delay. If the partner is not able to discuss the matter with Insta's procurement organization, the notification can be filed via the [Whistleblowing-channel](#).

9. APPLICABILITY

By agreeing to a partnership with Insta, the partner confirms that the partner and its group companies will comply with this Code of Conduct. In this CoC, a group company refers to a company controlled by the partner, controlling the partner or that is controlled by the same party as the partner. Partners must ensure that their business partners, subcontractors, consultants, and other partners comply with the principles described in this CoC.
