

Business Partner Code of Conduct

Einride AB

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Introduction

Einride (which shall include Einride AB and its affiliates) has a firm conviction that the age of autonomy and electrification gives us an opportunity to create a more desirable version of the future, one that is aligned with human-centric values and the ecological necessities of our planet. Our intelligent technologies for movement are designed to accelerate the transition to a cleaner, safer and more efficient way to ship. The future of movement is intelligent, electric and autonomous.

At Einride, we believe in a world that is sustainable, equal and safe. We rely on these three pillars and we take them into account in everything we do. Our way of conducting business will play a crucial role in driving this transition and we are committed to advancing the highest standards for human rights, social and environmental responsibility and ethical conduct.

Einride's Business Partner Code of Conduct (the "Code") highlights what we stand for and sets clear expectations for our Business Partners on how to fulfil our vision. The term "Business Partner" means any person or entity (including its directors, officers and employees) that does business with Einride, including but not limited to organisations that supply goods or services to Einride, dealers that sell Einride products or services, and representatives who conduct business on Einride's behalf.

The Code has been formally adopted by Einride AB's Board of Directors and is of the utmost importance to our corporate governance strategy.

We support and respect the principles set out in the following internationally recognised instruments:

- United Nations Global Compact;
- The eight fundamental conventions of the International Labour Organisation;
- United Nations Guiding Principles for Business and Human Rights; and
- OECD Guidelines for Multinational Enterprises.

We recognize our responsibility to promote and observe those principles when conducting our global business.

1. General requirements

We expect our Business Partners to comply with all applicable laws, regulations and rules, and the requirements set out in this Code. Business Partners are also responsible for ensuring that their employees, agents, sub-contractors and representatives comply with these requirements and that they have a management system in place to oversee the elements of this Code.

Compliance with the requirements set forth in this Code is mandatory, even when these requirements stipulate higher standards than those required by regulatory requirements or the Business Partner's own code of conduct. Business Partners should act in accordance with international and industry standards and best practices and continuously improve to meet the higher standard.

2. Human rights and labour standards

2.1 Human rights

We expect all Business Partners to respect internationally recognised human rights. Employees of the Business Partner shall not be subjected to mental or bodily harm in the workplace.

The Business Partner commits to prevent, mitigate or remedy adverse human rights impacts which the Business Partner causes or contributes to, directly or indirectly, throughout the Business Partner's supply chain.

2.2 Labour standards

The Business Partner respects the principles set out in the eight fundamental conventions of the International Labour Organisation¹.

2.3 Equal opportunity, fair treatment and non-discrimination

The Business Partner treats its employees with dignity and respect. Employees of the Business Partner are provided equal opportunity and the Business Partner strives to have a diverse workforce. Discrimination or harassment based on race, ethnicity, gender identity, physical disability, sexual orientation, religion, or any other characteristic protected by applicable law is not tolerated. The Business Partner guarantees that

¹ www.ilo.org

all its employees with the same qualifications, training, and skill set receive equal pay for equal work.

2.4 Modern slavery, forced labour and child labour

The Business Partner does not, directly or indirectly, make use of any work or service which is extracted from any person under any forms of modern slavery, including forced, bonded or compulsory labour or human trafficking or child labour. Child labour is not tolerated in any form and the Business Partner shall work to prevent all forms of child labour.

2.5 Freedom of association, collective bargaining and political involvement

The Business Partner's employees are free to join associations and unions, engage in collective bargaining, express political views and take part in political activities outside of working hours without discrimination, harassment or retaliation.

2.6 Working hours

The Business Partner ensures that a regular working week is in accordance with the provisions of the ILO Hours of Work (Industry) Convention (No. 1). Overtime should be voluntary and be restricted to the specifications defined in ILO conventions. The Business Partner gives breaks, annual paid leave and one day off every week unless collective agreement defines exceptions.

2.7 Wages and benefits

The Business Partner pays wages and benefits at a minimum according to applicable laws, industry standards and relevant collective agreements, whichever is highest. The level of wages reflects the level of skills and qualifications of regular working time regardless of gender. The Business Partner pays accurate wages in a timely manner, including overtime, and wage deductions are not used as a disciplinary measure.

3. Environmental sustainability, climate and impact

3.1 Environmental sustainability

The Business Partner recognizes that environmental sustainability is an important factor in long term business success. The Business Partner guarantees that it systematically works to address any environmental issues and uses resources and conducts its business in an environmentally responsible way.

3.2 Impact on climate and environment

The Business Partner aims to have the least possible negative impact on the climate and environment. The Business Partner strives to reduce the impact of its operations from a circularity perspective. The Business Partner shall control and implement actions to reduce its use of energy, water, raw material and packaging materials and should strive to reduce its reliance on fossil fuels. The Business Partner shall also control and implement actions to reduce emissions to air, water and waste of all types. Waste handling management for hazardous and non-hazardous material must be developed and monitored.

3.3 Conflict minerals

The Business Partner complies with the EU Conflict Minerals Regulation (2017/821) and has implemented due diligence routines in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The Business Partner only uses minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses or funding for conflicts.

3.4 Health and safety

The Business Partner obtains, keeps current, and complies with all required health and safety permits. The Business Partner shall provide and maintain a safe work environment and integrate sound health and safety management practices into its business. Workers shall have the right to refuse unsafe work and to report unhealthy working conditions.

4. Business ethics

4.1 Conflicts of interest

The Business Partner does not engage in any activity or have a personal interest that presents a conflict of interest in the course of the business relationship between Einride and the Business Partner, conflicts of interests must be avoided. Business decisions must remain independent from any consideration that does not involve the business at hand and cannot be influenced by private interests.

Business Partner employees are expected to disclose any personal relationship with any Einride employee who can influence a business decision which may benefit the Business Partner. Similarly, a Business Partner is expected to inform Einride of any form of involvement, including financial ties, of an Einride employee in the Business Partner.

4.2 Anti-bribery and corruption

The Business Partner has zero tolerance for bribery and corruption. The Business Partner has implemented all relevant policies, procedures and other requirements to comply with applicable anti-bribery and anti-corruption laws.

In the course of the business relationship with Einride, the Business Partner shall not directly nor indirectly offer, promise, grant, or authorize the giving of money or anything of value to anyone with the intent to unduly influence the other in the performance of professional duties or in order to obtain or retain an improper business advantage. The Business Partner undertakes to neither ask for, nor accept, any improper benefit from a third party for any purpose related to the performance of its obligations under the agreement with Einride.

4.3 Fair competition

The Business Partner supports the principles of free enterprise and fair competition and complies with all relevant antitrust and competition laws. Employees of the Business Partner do not engage in discussions with competitors regarding price fixing, market allocation, production and sales quotas, bid rigging, or collective refusals to deal.

4.4 Trade compliance

The Business Partner complies with relevant export controls and sanctions laws, including United Nations sanctions and applicable sanctions under the laws of the European Union, the United States and the United Kingdom. Employees of the Business Partner never attempt to circumvent applicable trade sanctions.

4.5 Data privacy and IT security

The Business Partner complies with applicable privacy and data protection legislations when processing personal data in relation to its business with Einride. In addition, if the Business Partner performs processing activities on behalf of Einride, it is required to comply with the specific contractual provisions agreed upon. In particular, the Business Partner protects personal data from any improper disclosure, theft or misuse at all times and must immediately report to Einride any incident that involves personal data. The Business Partner ensures that its IT security arrangements are appropriate to the requirements of the information assets concerned and that it implements appropriate governance and management arrangements to manage risk, monitor compliance and report and respond effectively to any incidents.

4.6 Protection of Einride's confidential information and intellectual property

The Business Partner is required to handle Einride's confidential information in accordance with the confidentiality provisions in place. If it has access to Einride's intellectual property, the Business Partner is required to handle such intellectual property the same way and in particular protect it from improper disclosure, theft or misuse at all times.

5. Implementation

The Business Partner must ensure that relevant employees are aware about this Code and provide timely and regular awareness on its content.

Einride is available should any questions arise concerning the implementation of this Code.

6. Monitoring, management system and enforcement

Einride may at any time require that the Business Partner completes self-assessments and reserves the right to conduct audits (internal or through third parties) on the Business Partner and its value chain regarding compliance with the Code and any agreed upon corrective action plan. The Business Partner agrees to provide Einride with all relevant information related to any audit performed and, following reasonable notice, allow Einride and its representatives access to its premises for the purpose of performing the audit. In addition to these audit rights, the Business Partner agrees to provide information regarding its climate footprint and calculator methodology upon request and within a reasonable time.

The Business Partner shall maintain effective management systems, consistent or equivalent to externally recognized management systems relevant to the provisions of this Code, that promote responsibility and enable continuous improvement of its environmental, social and governance performance and impact.

If the Business Partner becomes aware of any violations of this Code, it shall inform Einride without undue delay. Einride reserves the right to take any available legal actions following a violation of the Code including but not limited to terminating any and all agreements with the Business Partner.

7. Reporting concerns and grievances

Einride encourages the Business Partner to ask questions regarding this Code and the Business Partner is required to promptly raise concerns in case of suspected non-compliance with applicable criminal laws and regulations, or with the requirements under this Code. Where permitted by law, concerns may be reported to compliance@einride.tech.

The Business Partner is expected to collaborate with Einride in case of investigation and is expected to not retaliate against anyone who reports suspected business misconduct.

Effective date	Version	Change description
2022-09-15	1	New policy