

SKANSKA

Skanska Supplier Code of Conduct dated 18.11.2024

I. Provisions

1. The Skanska Supplier Code of Conduct forms part of contracts concluded by and between Skanska SK a.s. Company ID: 31 611 788, or Skanska a.s., Company ID: 262 71 303 (its organizational branches included), or any of its direct or indirect subsidiaries (hereinafter referred to as “the Skanska Group”), and the suppliers.
2. For the purposes of the Skanska Supplier Code of Conduct, supplier shall mean a partner in the partnership deed, contractor, seller, controller, carrier, lessor, machinery or vehicle operator, security service worker, provider of another service, advisor, intermediary, representative or another person which entered into contract with Skanska, with this Skanska Supplier Code of Conduct included. Suppliers must ensure that the methods and principles defined in the Skanska Supplier Code of Conduct are applied at all levels of their supply chain, i.e. by everybody participating in the performance pursuant to the contract with the Skanska Group.
3. The Skanska Supplier Code of Conduct defines liabilities specified in detail. The Code of Conduct is available at:

<https://www.skanska.sk/kto-sme/udrzatelny-rozvoj/etika/> and <https://www.skanska.sk/kto-sme/pre-dodavatelov/>.

II. Market conduct

Suppliers are hereby committed to:

1. comply with generally binding legal regulations, especially those protecting fair competition and business competition rules;
2. avoid bid rigging by way of bid suppression, complementary or cover bidding, bid rotation, or other mechanisms that limit fair competition in tender situations; avoid cartel practices with competitors, such as dividing or allocating markets or customers or price fixing;
3. never either directly or indirectly offer or authorize payments or rewards to any individual which could motivate such individual or person to act contradictory to their duty, especially to obtain, keep or control a business opportunity or another improper benefit in the business;
4. never either directly or indirectly request or accept improper payments or rewards which could induce individuals to act contradictory to their duties;
5. not to make any false claims or false business records, ensure all financial transactions, reports, accounting records and invoices are complete, compliant with accounting standards, and accurate and not false or misleading. Skanska does not tolerate any form of fraud, false claims or false business records.

III. Working conditions

We respect employee rights. All employees should be adequately compensated for their work and treated fairly. We adhere to international labor standards and require them for ourselves and all workers in our supply chain. We strongly oppose all forms of modern slavery, including forced labor, bonded labor, human trafficking, and child labor.

Suppliers are hereby committed to:

1. ensure, and constantly improve, a healthy and safe working environment;
2. ensure all employees are adequately trained and provided with the proper equipment to safely carry out their work;

SKANSKA

3. report to the relevant member of the Skanska Group all health and safety incidents related to its project sites and workplaces;
4. provide equal treatment and opportunities to all irrespective of their race, skin colour, sex, nationality, religion, ethnicity, or other characteristics; avoid discrimination, disrespectful conduct, bullying, harassment, or other forms of unwanted conduct;
5. never employ individuals younger than 15 years old;
6. recognize the special needs of employees younger than 18 years old, and suppliers' obligation to care of them;
7. have zero tolerance for any form of modern slavery (including debt bondage) or human trafficking or child, forced or compulsory labour, including such practices as the unlawful or illegitimate withholding of wages;
8. never tolerate any practice that would restrict the free movement of employees. Such practices for example can include requiring that employees have to pay recruitment fees or hand over identification documents, passports or work permits as a condition of employment;
9. recognize and respect employees' right to freedom of association and collective bargaining with company management;
10. treat all employees with respect and dignity, never tolerate or apply physical punishments, psychological pressure and manipulation, or insults. Any violent or inhuman behaviour is strictly forbidden;
11. follow legal regulations and business standards which define the business hours, duly reward employees for overtime work, weekend work or work on vacation;
12. respect employees' right to a minimum salary, provide the minimum wage, regularly and duly pay to employees their wages/salaries.

IV. Trade Sanctions and Money Laundering

Suppliers undertake to:

1. ensure that their business is conducted in compliance with all applicable sanctions rules, including International Sanctions and Anti-Money Laundering rules;
2. provide the identity of their ultimate beneficial owners upon request;

Suppliers confirm that:

1. not to be subject to, and never cooperate, with individuals subject to a Sanction List. Suppliers, and the natural and legal entities with which they work or other persons participating directly or indirectly on rendering the contractual performance for Skanska group as members of its supply chain, cannot be subject to international sanctions. Sanction lists shall mean the Consolidated Sanction List maintained by the United Nations Security Council, the Consolidated List of Natural and Legal Entities subject to EU sanctions, and the Office of Foreign Assets Control (OFAC) list maintained by the US Department of the Treasury. International sanctions shall also mean sanctions imposed by the government of the Slovak Republic in line with Act 289/2016 Coll. on the Implementation of international sanctions, amending Act 566/2001 Coll. on Securities and investment services (the Securities Act), as amended; international sanctions imposed by the international sanctions imposed by the EU or any of its member states and/or member states of the European Economic Area, the United Nations Security Council, the United Kingdom of Great Britain and Northern Ireland, and also sanctions imposed by the United States Government including the Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury, the US Department of State and the US Department of Commerce.
2. they or their collaborators or other persons directly or indirectly involved in the performance of services for the Skanska Group as a member of their supply chain are not subject to the above-mentioned International Sanctions.

SKANSKA

V. Other suppliers' commitments

Suppliers further commit themselves:

1. not to promise, offer or provide payments or rewards, directly or represented, to any representatives of the Skanska Group, and especially not to individuals which participated in the supplier's selection for Skanska projects, or individuals who cooperate with the supplier in the contractual performance for the Skanska Group;
2. to conduct their operations in an environmentally responsible manner and in accordance with applicable environmental laws and standards required by the relevant environmental protection systems including the Skanska Group's environmental management system;
3. to ensure the protection of confidential information entrusted to them by Skanska, its customers and others; in particular against cyber threats and other unauthorized use by adopting appropriate technical and organizational security measures;
4. to ensure personal data are collected, recorded, compared, stored and deleted or otherwise processed pursuant to the legal regulations and directives in force;
5. will fulfil their tax and other legal duties required by governmental, administrative and legal entities at their place of business;
6. to have zero tolerance of any criminal offences;

VI. Breach of the Skanska Supplier Code of Conduct

1. The contract may be annulled if duties defined in the Skanska Supplier Code of Conduct are breached.
2. Suppliers have the right to directly or indirectly file a request for investigation to the relevant senior manager in the Skanska Group, or Skanska Ethics Committee, if they are given, offered or promised a facilitation payment or bribe by a representative or employees of the Skanska Group.
3. The supplier agrees that the respective Company of Skanska Group has the right to check supplier's compliance with the Supplier Code of Conduct. For this purpose, the supplier provides the Skanska Group with synergy, relevant data and information, an ethical audit (if required), and a complete and accurate audit report.
4. Should there be a reasonably suspected breach of the Supplier Code of Conduct, the Skanska Group has the right to request the supplier's explanation or clarification of the investigated suspected breach, including the measures the supplier shall adopt to redeem itself. Should the supplier fail to sufficiently explain, clarify or redeem the misconduct, the respective Company of Skanska Group is entitled to annul the contract. Following the contract's resolution, the Parties shall settle their claims by a procedure which applies to contract resolution for reasons which could not be prevented by the supplier.

VII. Reporting

1. The Supplier or its employees can report suspected illegal or unethical behaviour to the relevant manager of the Skanska Group, the HR Department or Skanska lawyer, or to the Ethics Committee at the email address: eticky.vybor@skanska.sk. They may report suspected or known misconduct confidentially and anonymously to the Skanska Code of Conduct Hotline, either by telephone or online. The hotline is attended by an independent external company. The toll-free hotline number is: 0800 113 418 , the access code is 109708, the hotline is available in Slovak or English, website: <https://skanska.speakup.report/sk/skanska/home> .
2. Suppliers commit themselves to zero tolerance of revenge or retaliation against individuals who in good faith reported real or suspected unethical or illegal conduct.