



Kyoto Supplier Code of Conduct

Revision 03. Valid from 26th August 2025

Kyoto Group AS and its subsidiaries ("Kyoto Group") strive to be industry leaders in both innovation and sustainability. We understand that we impact people and the planet through our products, operations and supply chain. As part of our commitment to sustainability, innovation and compliance, Kyoto Group expects that our suppliers will comply with the principles set out in this Supplier Code of Conduct (this "Code") and ensure that their own sub-suppliers and subcontractors are aware of and adhere to these same principles. Suppliers are responsible for the compliance of their sub-suppliers and subcontractors and must conduct due diligence to ensure these standards are met throughout their supply chains.

The requirements in this Code are based upon internationally recognized principles (see References) and reflect Kyoto Group's core values – caring, enthusiasm, and determination– and the principles outlined in the Code of Conduct for our own employees.

This Code applies to Kyoto Group's entire supply chain, including our suppliers, vendors, contractors, traders, consultants, and agents (collectively referred to as "Supplier" in the Code).

1. BUSINESS PRACTISES

Compliance with laws.

Supplier must always comply with applicable laws, including all relevant EU regulations and directives applicable to deliverables purchased by Kyoto Group and Supplier's operations.

Corruption, bribery and improper business conduct.

Supplier must not engage or be complicit in, or encourage any activity, practice or conduct that would be an offence under, or breach of, any applicable laws relating to corruption and bribery.

Supplier must not, in order to obtain or retain business or other advantage in the conduct of business, whether directly or indirectly, offer, promise or give anything of value or an undue advantage to a public official or to any third party to influence such person to act or refrain from acting in relation to the performance of their duties.

Supplier must not, directly or indirectly, initiate or encourage facilitation payments on behalf of Kyoto Group.

Supplier must not request, accept or receive anything of value or any undue advantage that could improperly influence their decisions. They must also refrain from participating in or attempting to influence any decision where personal, business, financial, or other relationships could create an actual or perceived conflict of interest.

Supplier must not offer, promise, give, request or accept gifts, favors or hospitality that are excessive in value, given too frequently, or inappropriate in timing or context. Modest and occasional gestures may be acceptable if they are reasonable, culturally appropriate and in compliance with all applicable anti-corruption and other laws. However, no gifts, favors, or hospitality may be given or received in connection with tenders, contract negotiations, or award processes.

Competition.

Supplier must not enter into, seek to enter into or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws and regulations.

Money laundering.

Supplier must not engage in any form of money laundering and must take steps to prevent its financial transactions from being used by others to launder money, finance terror or otherwise violate applicable law.

Trade sanctions.

Supplier must comply with all applicable economic, financial, and trade sanctions, including those imposed by the United Nations, the European Union, and other relevant jurisdictions. Supplier warrants that neither it nor its affiliates, directors, or employees are named on any sanctions list. Supplier will not involve any sanctioned parties in its performance of services or provision of goods to Kyoto Group.

Data Privacy.

Supplier must comply with applicable data protection legislation, including the EU General Data Protection Regulation (GDPR). Supplier must ensure it has a legal basis for processing personal data, implement appropriate technical and organizational measures to protect such data, and notify Kyoto Group of any personal data breach without undue delay.

2. HUMAN RIGHTS AND WORKING CONDITIONS

Human rights.

Supplier must respect and support individual and collective human rights affected by its operations. Supplier must take appropriate action to assess, prevent and remedy potential adverse impacts on human rights in a manner that is consistent with international standards on human rights.

Working hours.

Supplier shall comply with applicable laws and national must standards on working time, including overtime working hours, public holidays, and paid vacation

Child labor.

Supplier must not employ children below the age of 15 or any higher minimum age for employment according to applicable laws. Young workers below the age of 18 must not undertake any hazardous work.

If a child is found working at the Supplier's premises in violation of ILO Convention No. 138 on child labor, the Supplier must immediately take corrective action. Any action shall prioritize the best interests of the child, ensuring that the solution supports the child's well-being, safety, and development.

Forced labor.

Supplier must not employ personnel under forced or involuntary conditions or require personnel to lodge identity papers or deposits (financial including recruitment fees or any other form of deposit) as a condition of their employment. All personnel must be free to leave their employment after giving reasonable notice.

Freedom of association and right to collective bargaining.

Supplier's personnel must have the right to freedom of peaceful assembly and association, and no one may be compelled to belong to an association. Supplier must respect its personnel's right to participate in unions and be represented in collective bargaining agreements in line with applicable laws and ILO Conventions. In countries where applicable law restricts these rights, alternative means of association for personnel must be supported.

Employment conditions.

Supplier must ensure that its personnel are provided with a written description of terms and conditions of employment in a language they understand.

Wages and benefits paid for a standard working week must at a minimum meet applicable national legal or industry standards, whichever is higher. Wages should be enough to cover basic needs and provide some discretionary income.

Payments are to be made timely, in legal tender and fully documented

Non-discrimination and equal opportunities.

Supplier must not support or permit any form of discrimination or harassment including, but not limited to discrimination on the basis of race, color, gender, sexual orientation, language, religion, political or other opinion, or national or social origin. Supplier must promote equality of opportunity and treatment in employment and occupation.

All personnel must be treated with respect and dignity, and Supplier must refuse to tolerate any degrading treatment that is sexual, coercive, threatening, abusive or exploitative.

Local communities.

Where relevant for Supplier's operations, the rights and integrity of local communities, indigenous people, or other traditional groups, including such groups' culture, customs and heritage, must always be respected.

Supplier must minimize resettlement of people by considering feasible project alternatives.

For work that may have significant impact on land areas inhabited or used by indigenous peoples or other traditional groups, Suppliers must consult and cooperate with the people concerned in line with ILO Convention 169.

Security forces.

Supplier must operate in line with the Voluntary Principles on Security and Human Rights when working with public or private security providers.

Conflict minerals.

To the extent applicable to Supplier's operations, there must be written policies and procedures in place to avoid knowingly acquiring conflict minerals or unsustainably mined minerals produced at high environmental and social costs.

Whistleblowing avenues.

Supplier must ensure avenues exist for personnel to raise concerns or request information related to their business operations without fear of retaliation.

3. HEALTH AND SAFETY

Supplier must secure a healthy and safe working environment for all personnel and follow prevailing regulatory standards and industry norms to minimize health and safety risks. This must include compliance with applicable laws, international standards, and the ILO Conventions on Occupational Health and Safety.

Supplier must ensure that its personnel understand the hazards and safe practices relevant to their work and have the authority to refuse or stop unsafe work. Whenever necessary or required by applicable law personnel are to be provided with, and instructed to use, appropriate personal protective equipment.

Supplier must provide adequate and regular training to ensure that personnel are adequately educated on health and safety issues.

Where required Supplier must provide accommodation for its personnel or sub-supplier's personnel, and, where appropriate, for their families.

4. ENVIRONMENT AND CLIMATE

Supplier must ensure that its operations are compliant with the environmental laws, regulations, and permit requirement relevant to the geographic locations of its facilities and operations.

Supplier must strive to minimize the adverse environmental and climate impacts of its activities, products, and services. To the extent applicable to Supplier's operations, Supplier must demonstrate an established methodology for identifying and mitigating its material environmental risks.

Supplier must seek to implement environmentally friendly technologies and processes in its activities to ensure the sustainable use of natural resources, safe handling of waste and chemicals, and reduced emissions to air and water.

REFERENCES

[Convention on the Rights of the Child](#) [ILO core labor conventions](#)
[Indigenous and Tribal Peoples Convention No. 169](#) [OECD Guidelines for Multinational Enterprises](#)
[UN Declaration of the Rights of Indigenous People](#) [UN Declaration of Human Rights](#)
[UN Guiding Principles on Business and Human Rights](#) [Voluntary Principles on Security and Human Rights](#)