Supply Chain Code of Conduct

2026-10-27

Scandic SCANDIC HOTELS GROUP

Supply Chain Code of Conduct

INTRODUCTION

This Supply Chain Code of Conduct (the Code) was adopted by Scandic's Board of Directors with the purpose of ensuring that Scandic's operations are conducted in a manner that inspires confidence and complies with legislation and best practices for listed companies. The provisions in this Code constitute the minimum requirements for Scandic's operations, and is based on the same principles and values as the Scandic Code of Conduct If local, national or international legislation impose more stringent requirements than this Code, these shall be complied with. The policy shall be revised annually or more often if needed. The Code covers Scandic Group and all markets. The CFO of the Group is the owner of this Code. The Director Group Procurement has operational responsibility for implementing the Code, in cooperation with the Chief Operating Officers. The Code can be accessed on Scandic's website www.scandichotelsgroup.com.

SCOPE, COMPLIANCE AND RESPONSIBILITIES

This Code applies to Scandic's suppliers, sub-suppliers and other cooperative partners (hereinafter referred to as the "Supplier"), including their employees and temporary employees, regardless of whether they are permanently employed, temporarily employed or retained (hereinafter referred to as "Employees").

All of Scandic's Suppliers, regardless of whether they supply products or services, must as a minimum comply with the terms and conditions of the Code. Supplier is responsible to always include the requirements in the Code in its agreement with sub-suppliers and temporary employees.

GUIDING PRINCIPLES

The Code is based on the Ten Principles of the UN Global Compact, which in turn are based on the United Nations' Universal Declaration of Human Rights, the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, and the United Nations Convention Against Corruption. The Ten Principles govern issues related to human rights, labor, the environment and anti-corruption and form the basis of Scandic's expectations on the Supplier.

DOCUMENTATION AND INSPECTION

Upon request, the Supplier shall provide Scandic with information and data and carry out a self-audit to assure Scandic that the Code is complied with. Scandic is entitled to conduct on-site

inspections in all of the Supplier's facilities to ensure compliance with the Code. Such inspections may be carried out by Scandic's employees or by independent third-party reviewers.

DUTY TO INFORM SCANDIC

The Supplier shall immediately inform Scandic's Director of Group Procurement in writing of any deviations from the Code. If the Supplier's Employees reveal suspected deviations from the Code, they shall not be punished in any way. It is possible for Supplier's employees to report deviations anonymously through the whistleblower service available on Scandic's website. The supplier has a duty to ensure that its employees and sub-suppliers are informed of Scandic's whistleblower function.

POSSIBILITY TO REMEDY BREACHES

If a material deviation from the Code occurs, the Supplier shall implement a corrective action plan that has been mutually agreed by the Supplier and Scandic. Scandic shall ensure that all agreements with Suppliers include a right to terminate its agreement with the Supplier, wholly or in part, in the following cases:

1. The Supplier is unable or unwilling to implement the measures listed in the Corrective Action Plan.
2. The Supplier has been in breach of the Code repeatedly.
3. The Supplier has deviated from the Code on purpose.
4. The Supplier has withheld information on purpose about a deviation from the Code.

Such termination shall be effective from the time stated in a written termination notice from Scandic.

SCANDIC'S EXPECTATIONS ON THE SUPPLIER

The following minimum requirements are what Scandic expects from its Suppliers. If any applicable legislation or other rules, e.g. collective bargaining agreements, set out stricter requirements, these shall apply.

Human rights

1. The Supplier must respect human rights and ensure that all Employees are aware of and understand these rights. Employees shall be encouraged to raise issues and report problems.
2. The Supplier shall eliminate all forms of forced labor and must not confiscate the Employee's original identity documents or similar. Employees shall be allowed freedom of movement.
3. Child labor is never allowed. The minimum age of Employees is 15 years of age, and all Employees shall have completed compulsory school. Employees under 18 years of age shall not work the night shift or carry out risky or heavy work.

4. The Supplier shall ensure that no Employee is discriminated against or mistreated due to gender, transgender identity, race, skin color, ethnicity or religious belief, disability or sexual orientation. Diversity and equal opportunities shall be encouraged.
5. No one shall be subjected to corporal punishment, unlawful deprivation of liberty or physical, sexual, psychological or verbal abuse. Salary deductions used as a disciplinary measure are not allowed.
6. The Supplier shall respect all Employees' freedom of association and their right to collective bargaining. All Employees shall have complete freedom to join a trade union and appoint representatives to express their work interests without fear of punishment, persecution or other forms of retaliation.

Working conditions

1. A written contract shall be prepared for each Employee, regardless of whether the employment is temporary or permanent. The written contract shall as a minimum contain information about working hours, notice period, salary, salary range and overtime compensation.
2. All Employees shall receive a fair salary that covers a reasonable standard of living for the Employee. Such a standard of living shall include food, clothing, housing, medical care, social services and insurance. Overtime compensation shall correspond to at least one fourth of the regular salary, unless otherwise stated in national legislation.
3. All Employees shall receive a pay slip stating their salary, the number of hours worked and any lawful deductions, as well as overtime compensation, if applicable.
4. The number of regular working hours shall never exceed 48 hours, and overtime shall be voluntary and must never exceed 12 hours per week, unless otherwise stated in national legislation. Each Employee shall be entitled to at least one day off per week.
5. All Employees shall be entitled to holiday pay, sick pay and paid parental leave.
6. The Supplier shall create a sound and safe work environment. Injuries and accidents shall be recorded, reduced and prevented.
7. All Employees shall have access to clean drinking water, toilets and a separate place for meals.
8. Risky work shall be documented, and the Supplier shall pay for and provide the Employees with suitable protective equipment. All work surfaces shall be well lit, ventilated and maintain an acceptable temperature and noise level.
9. If accommodation is offered, each Employee shall be offered a suitable and clean bed with separate sleeping areas, toilets and showers for men and women.
10. The Supplier shall have satisfactory fire safety and evacuation procedures. All sites must be equipped with fire alarms, fire extinguishers and clearly marked and easily accessible evacuation routes and emergency exits. Fire drills shall be carried out on a regular basis.
11. Any products and services provided shall comply with all legal standards for consumer health and safety. The Supplier shall provide Scandic with lucid information about the contents, safe use, maintenance, storage and disposal of the products and services.

Environment

1. The Supplier shall undertake to reduce its impact on the environment and on public health and safety.
2. The Supplier shall establish an environmental program with measurable targets for improved environmental and public health and safety levels. The program shall include information on the management of chemicals and hazardous materials, waste management, energy consumption, water consumption, transport and travel as well as emissions into the air, water and ground.
3. The Supplier shall have a risk management plan that prevents, reduces and controls serious harm to the environment.
4. Suppliers of products containing conflict minerals such as tin, tungsten, tantalum and/or gold to Scandic are obliged to have a policy and a procedure ensuring the traceability of these minerals.
5. Animal welfare should at least comply with the Council Directive 98/58/EC.

Anti-corruption

1. Corruption in all forms, including but not limited to extortion, bribery, nepotism, fraud and money laundering, is strictly prohibited.
2. No one shall offer, promise, give or accept, directly or indirectly, any payment, gift or benefit in return for special treatment with the intent to influence a business transaction or receive a personal or commercial advantage.
3. All potential conflicts of interest shall be avoided. Business decisions shall not be motivated or affected by personal relationships and/or interests.
4. Fair competition shall be respected. Price fixing, market sharing, bid rigging and manufacturing restrictions are strictly prohibited.
5. An anti-corruption policy and an anti-corruption program shall be in place. Internal control measures shall be carried out and reported to prevent corruption and accusations of corruption.
6. The Supplier is encouraged to be transparent. Systems ensuring precise, regular, reliable and relevant information regarding the Supplier's activities, structure, financial situation and business transactions shall be in place.