

24.1.2024

VR GROUP'S CODE OF CONDUCT FOR SUPPLIERS**1. GENERAL****Introduction**

VR Group (hereinafter referred to as "VR") is a versatile, environmentally friendly and responsible travel and logistics service company, the operations of which are driven by its values: We care, We work together, and We drive improvement. This Code of Conduct for suppliers is based on these values.

VR aims to take the environment into account and adhere to high ethical principles in all of its operations and requires its contracting parties and partners to adhere to the same principles.

This Code of Conduct shall apply to all of VR's contracting partners, cooperative partners, subcontractors and representatives (hereinafter referred to as "the Supplier"). The Code of Conduct complements the terms of procurement applicable to each procurement contract and is an inseparable part of the tender and contract.

Legal compliance

In its operations, the Supplier must comply with all applicable laws and regulations issued by the authorities including international sanctions. The Code of Conduct shall not replace or revoke the existing laws or regulations but it shall set the minimum operational level to which to adhere.

Application of the Code of Conduct to operations

The Supplier and its Group companies and subcontractors shall agree to conform to the Code of Conduct in all of their operations. The Supplier shall actively monitor its subcontractors to ensure conformity throughout the entire supply chain.

Monitoring conformity with the Code of Conduct

The Supplier shall, upon VR's request, respond to the VR Group self-assessment questionnaire for suppliers and shall provide additional information regarding compliance with this Code of Conduct upon VR's request. The Supplier shall agree that VR has the right to have the required inspections carried out on the sites of the Supplier or its Group companies to ensure conformity with the Code of Conduct.

Were the Supplier to act in breach of or neglects its obligations pursuant to the Code of Conduct, the Supplier shall be obliged to immediately remedy its actions, intervene in the actions of its Group company, subcontractor or partner and notify VR of the flaws and the related repair plan. If the corrective measures are not performed within the agreed or an otherwise reasonable timeframe, VR shall have the right to terminate the contract immediately or on another date stated by VR.

2. ETHICAL CONDUCT

VR requires its suppliers to act in accordance with the Code of Conduct and respect and conform to all applicable, internationally recognized standards and guidelines.

Avoiding conflict of interest

The Supplier should avoid situations in which it may have, or appear to have, a conflict of interests regarding VR. The Supplier shall notify VR immediately of a potential conflict of interest.

Anti-corruption activities

VR does not condone any kind of bribery or corruption. The Supplier shall agree that it shall not try to further its business with VR or any other party by means of bribery or any other criminal or unethical activities. The Supplier shall commit to refraining from money laundering or similar criminal activities. The Supplier's organisation shall have written anti-corruption guidelines in place.

Restriction of competition

The Supplier shall agree to compete fairly and in accordance with valid competition laws and regulations.

3. HUMAN RIGHTS AND THE RIGHTS OF EMPLOYEES

The Supplier shall act in accordance with the United Nations Guiding Principles on Business and Human Rights (UNGP). The Supplier shall have appropriate procedures and processes in place in accordance with these principles to identify, prevent, minimize and remedy human rights violations.

The Supplier shall operate in accordance with the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, the ILO conventions on the abolition of forced labour, the prohibition of child labour, the abolition of discrimination, the right to organise and hours of work.

Child and forced labour and the rights of young employees

The Supplier may not use child labour in any form or violate the laws or regulations pertaining to the use of child labour or act in breach of the relevant guidelines or standards issued by the United Nations. The Supplier shall not employ or otherwise indirectly provide employment for any persons younger than the minimum legal working age. The minimum working age shall always be at least 15. Persons under the age of 18 may not work night shifts, perform hazardous tasks or do any other work that may be detrimental to their physical, mental or moral development or health.

In addition, the Supplier shall agree to forbid all forms of forced labour, slave labour or human trafficking.

Wages and working hours

The Supplier shall have written, and signed contracts of employment prepared in the employee's own language with all employees. The Supplier shall agree to comply with the applicable working hours legislation and pay its employees reasonable and fair wages, which shall always be at least the minimum wage in accordance with the applicable laws and collective agreements, taking into consideration the regulations pertaining to overtime and mandatory benefits. Furthermore, the Supplier shall ascertain that the Supplier's employees as well

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as the employees of the Supplier's subcontractors know the terms and conditions of the contract of employment.

The Supplier shall provide its employees with the option to resign within the legal notice period in accordance with the applicable laws and collective agreements. The Supplier shall not have any right to demand that its employees hand over money or a proof of identity to be stored by the employer. The Supplier guarantees that the employee is always free to leave the company premises and the area.

Equality and non-discrimination

The Supplier shall treat its employees respectfully and equally. The Supplier shall conform to the basic human rights, such as equality and non-discrimination. The employer shall not discriminate against employees, for instance, on the grounds of sexual orientation, citizenship, origin, gender, age or creed. The Supplier shall not approve any form of harassment, bullying, threats or any other inappropriate treatment of its employees.

The Supplier is expected to promote diversity and fair opportunities and to undertake to carry out operations that combat inappropriate treatment and discrimination.

Right to organise

The Supplier shall be obligated to respect its employees' legal rights pertaining to the freedom of association and collective agreement negotiations.

4. HEALTH, SAFETY AND INDUSTRIAL SAFETY

In all its operations, the Supplier shall comply with the conventions of the International Labour Organization (ILO) on occupational safety and health. The Supplier shall agree to comply with the industrial safety legislation and regulations and provide its employees with healthy and safe working conditions, which are always in conformance with the requirements of the established laws.

The Supplier shall comply with the guidelines issued by VR concerning occupational health, occupational safety and hygiene requirements and to ensure that the work environment is healthy and safe. The Supplier's employees may not work for VR under the influence of alcohol or drugs. If necessary, this may be controlled by conducting random tests, if this is permitted by the local laws.

The Supplier shall promote occupational safety and prevent accidents and hazards, such as by arranging sufficient training, equipment and facilities for its employees and communicating on safety in a transparent manner. The Supplier shall have valid operating instructions and plans for emergencies, accidents and injuries, as well as operating methods for identifying, investigating, repairing and recording work-related accidents. The Supplier shall report any work-related accidents involving its own personnel that occur under VR's assignment, order or domain area to VR's contact person immediately after the accident. The Supplier shall actively monitor and support the working capacity and well-being of its employees and offer ways to maintain them.

5. ENVIRONMENT

The Supplier shall ensure that its operations do not violate environmental legislation or regulations or the operational standards generally approved by the European Union. The Supplier shall work systematically and proactively to promote sustainability.

The Supplier shall commit to continuous improvement and reduction of the environmental impact of its operations. Suppliers are encouraged to implement an environmental management system compliant with the ISO 14001 standard or equivalent and to set targets for reducing emissions, such as by committing to Science Based Targets.

The Supplier shall measure and monitor the environmental impact of its own operations. Upon request, the Supplier shall report the environmental impact of its operations, products and services to VR.

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