

Skanska Supplier Code of Conduct as of 14 February 2023

I. Subject of Regulation

1. Skanska Supplier Code of Conduct shall constitute an integral part of the contracts between Skanska SK a.s., Company ID No (IČ): 31 611 788, or Skanska a.s., Company ID No (IČ): 26271303, or any company directly or indirectly controlled by Skanska (hereinafter referred to as “the Skanska Group”) and Suppliers.
2. According to this Skanska Supplier Code of Conduct, ‘Suppliers’ means member of a joint venture (consortium) pursuant to the Joint Venture Agreement, contractor, seller, control administrator, transporter, lessor, provider of vehicle operation services, provider of security or other services, consultant, agent or other person with whom the Skanska Group Company concluded a contract that includes the Skanska Supplier Code of Conduct. Suppliers must ensure that the procedures and principles set out in this Skanska Supplier Code of Conduct are applied at all levels of their supply chain, i.e. for all entities used to fulfil the contract signed with Skanska Group.
3. The obligations below are further detailed in Supplier Code of Conduct, available on the website: [code-of-conduct-pdf-eng.pdf \(skanska.com\)](https://www.skanska.com/code-of-conduct-pdf-eng.pdf)

II. Behaviour in the Marketplace

Suppliers hereby undertake:

1. To adhere to the generally applicable laws, especially to the competition laws and to the rules of good commercial practice;
2. Not to get involved in any manner of order manipulation through their suppression, complementary or cover bids, bid rigging, or other mechanisms limiting fair competition in tenders; the Suppliers also shall not undertake nor get involved in any other forms of cartel practices with competitors, such as division or fragmentation of markets or customers or fixing prices;
3. Not, directly or indirectly, to offer or to give any undue payment or other consideration to any person or entity for the purpose of inducing such person or entity to act contrary to prescribed duties especially in order to obtain, retain or direct business or to secure any other improper advantage in the conduct of business;
4. Not, directly or indirectly, to solicit or to accept any undue payment or other consideration that is given for the purpose of inducing us to act contrary to prescribed duties;
5. To faithfully record all financial transactions and to keep accurate accounts in accordance with accounting principles; in particular ensuring that all statements, documents, and invoices are accurate and complete and that they are not false or misleading.

III. Employee Relations

Suppliers hereby undertake:

1. To provide a safe and healthy working environment and to attempt to continual improvement;
2. To ensure that all staff are appropriately trained, and they can use proper equipment to safely perform their work;
3. To notify the appropriate Skanska Group Company of all incidents involving construction sites and workplaces of the Skanska Group Company in case of injuries and Health & Safety breaches;
4. To provide equal opportunities to people without regard to race, skin colour, gender, nationality, religion, ethnic affiliation or other distinguishing characteristics; not to allow discrimination, disrespectful behaviour, intimidation, bullying, and harassment or other forms of abuse;
5. Not to employ any person below the age of 15;
6. To recognize the special needs of employees under 18 years of age and the duty to care for them;

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7. Not to allow any form of trafficking in human beings and not to use child, forced and slave labour or other forms of involuntary labour including practices such as illegal or unlawful withholding of wages;
8. Not to allow any practice that would restrict free movement of employees, including the requirement that employees should hand in their IDs, passports, or work permits as a condition for employment;
9. To allow all their employees to form or join trade unions and to allow them to collectively bargain with the management;
10. To treat all employees with dignity and respect, not to apply or tolerate corporal punishment, mental or physical coercion or verbal abuse of employees; rude or inhumane treatment is forbidden;
11. To comply with applicable laws and trade union norms governing working hours, proper reward of employees for working overtime, during the weekend or during holidays;
12. To respect the right of employees for living wage and to ensure to every employee at least minimum wage and to pay wages timely and duly.

IV. Other Obligations of Suppliers

Further, Suppliers hereby undertake:

1. Not to undertake themselves, nor through any representing person, to offer any payment or other remuneration to any person representing the Skanska Group, especially not to those that took part in the tendering process for them to become the Skanska Group Supplier, or any person they work with on performing the job contracted for by the Skanska Group;
2. To carry out their activities in an environmentally responsible manner, and in accordance with relevant legislation, and to abide by the standards, which are prescribed by the environmental management system of Skanska;
3. To ensure protection of confidential information, regardless of whether it is obtained from the Skanska Group, its customers or any other person;
4. To ensure that collection, registration, matching, storage, or any other use of personal data is carried out in accordance with relevant legislation and regulations;
5. To fulfil its obligations to the state and public authorities arising from tax and other legal provisions of the country where they operate;
6. Not to tolerate commission of any crime.
7. Not to violate or be subject to hereinafter specified Sanctions and not to be listed on any of Sanctions Lists nor to conduct any business activity in connection with person or entity listed on such lists. Persons or entities in a business relation to them or otherwise participating directly or indirectly on rendering the contractual performance as members of the supply chain of Suppliers are not subject to hereinafter specified Sanctions. Hereinbefore mentioned "Sanctions Lists" mean the national sanctions list of the Czech Republic according to the Act no. 1/2023 on Restrictive Measures against Certain Serious Conduct in International Relations (Sanctions Act) as amended, the Consolidated United Nations Security Council Sanctions List, the consolidated list of persons, groups and entities subject to EU sanctions, and/or the consolidated list of the Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury. Hereinbefore mentioned "Sanctions" mean international sanctions adopted and imposed by the Czech Republic in accordance with the Act no. 69/2006 on the Execution of International Sanctions as amended and the Act no. 1/2023 on Restrictive Measures against Certain Serious Conduct in International Relations (Sanctions Act) as amended and/or imposed by the Slovak Republic in accordance with the Act no. 289/2016 on the Execution of International Sanctions and Supplementation of the Act on Securities as amended, and international sanctions imposed by the EU and/or any of its member states, and 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.

V. Breach of the Skanska Supplier Code of Conduct

1. Breaching the obligations contained in the Skanska Supplier Code of Conduct would be a reason for withdrawal from the contract.

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2. Should a Supplier be requested directly or indirectly to provide, offer, or undertake any facilitation payment, fee or a bribe, provided that such request has been made by a person representing Skanska Group, including the Skanska Group employees, then the Supplier is authorized to contact the appropriate senior manager of Skanska Group or Skanska Group Ethics Committee as to launch investigation of such behaviour,
3. Suppliers agree that Skanska Group is entitled to examine whether the Supplier complies with the provisions of the Skanska Supplier Code of Conduct. For this purpose, Suppliers shall cooperate, and provide relevant information and documents. Optionally, Suppliers will carry out an ethical audit themselves and report to Skanska Group truthful and complete information about its outcome.
4. In case of reasonable suspicion of a violation of this Code, Skanska Group may request that the Supplier provides clarification or further information regarding the suspicion, including information on whether, and what measures have been taken as to remedy the Supplier's action. In the event that the Supplier fails to provide adequate explanation, or information, or implement sufficient measures for the sake of such remedy, Skanska Group is entitled to withdraw from the contract. The contractual parties will settle after the withdrawal, equally as in the case if the settlement or cancellation of debt occurs for a reason the Supplier is not responsible for.

VI. Reporting Concerns

1. Suppliers and their staff can report any suspected improper or unethical behaviour to the manager in charge of the Skanska Group or to the Skanska Group Ethics Committee to the email address eticky.vybor@skanska.sk or eticky.vybor@skanska.cz. Such a complaint can be also made confidentially and anonymously to the Skanska Code of Conduct Hotline, either by phone or online. The hotline is independently administered by an external organization. The toll-free phone number is 0800 004 529, web: www.speakupfeedback.eu/web/xwrsyft/sk, access code 98351 for communication in either Slovak or English language or phone number 800 900 538, web: www.speakupfeedback.eu/web/xwrsyft/cz, access code: 88364 for communication in Czech or English language.
2. Suppliers undertake not to retaliate or tolerate retaliation or revenge against anyone who, in good faith, reports a concern or suspected illegal or unethical misconduct.