
Bluestep Bank AB Supplier Code of Conduct Instruction

Version: 1.0
Effective: 9th of March 2022

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1. Instruction Details

This Supplier Code of Conduct Instruction have been adopted by the Chief Executive Officer (the “CEO”) of Bluestep Bank AB (publ) (“Bluestep” or the “Company”) in accordance with the Swedish banking and finance business act (2004:297), the Swedish Financial Supervisory Authority (“SFSA”) Regulations and General Guidelines (FFFS 2014:1) regarding governance, risk management and control in credit institutions, and the European Banking Authority (“EBA”) Guidelines (EBA/GL/2021/05) on internal governance under Directive 2013/36/EU, and have been aligned with Bluestep’s Sustainability Policy.

The rules and procedures set out in this instruction apply to the Company, its established branch offices and subsidiaries.

This instruction shall be applied when Bluestep enters into a material business transaction with defined terms and conditions (the "Agreement")¹ with another company that supplies goods and/or services (the “Supplier”) to Bluestep.

Material business transaction refers to a transaction that entails a risk that Bluestep will not be able to comply with the principles specified in this Instruction or otherwise be exposed to a reputational risk.

Bluestep support equal opportunities for small businesses and self-employed people and the intent with this Instruction is not to prohibit, or avoid, transactions with such business if they are deemed to comply with the principles set out in the Instruction. Hence Bluestep will, when assessing the Supplier, use the principal of proportionality and take into account, *inter alia*, the resources available for the Supplier to implement all standards set out in this Instruction.

1.1. Instruction name

This is the Supplier Code of Conduct Instruction version 1.0 (the “Instruction”)

1.2. Commencement

This Instruction commences on the 9th of March 2022.

¹ If an agreement constitutes outsourcing, in addition to this instruction, the Outsourcing Policy and routines for outsourcing must also be followed.

2. Introduction

Bluestep's aim is to enable economic empowerment for more people and set an example for responsible banking. Bluestep's vision is an inclusive society, where everyone can reach their financial potential with the support of responsible, transparent banking services. Bluestep intend to continue leading the way by integrating sustainability into all parts of the business and becoming an even better mortgage lender for our customers, our employees, our communities and future generations.

This is reflected in our Sustainability Policy and in our commitments to initiatives including the UN Global Compact, the UN Sustainable Development Goals (the SDGs) and the Paris Pledge for Action on climate change. Bluestep consider responsible supplier relationships to be an important element in this regard, and our aim is therefore to cooperate with Suppliers that share these ambitions.

This Instruction sets the requirements for how Bluestep expect the Suppliers to behave with regards to their environmental, social, and ethical business practices. It sets out general principles, rather than a complete set of detailed rules that cover all situations. In carrying out the obligations under the Agreement, the Supplier shall adhere to the principles set forth in this Instruction, as updated from time-to-time, by implementing the principles in its organisation. The Supplier shall not act or omit to act in ways which would otherwise bring the Supplier or Bluestep in conflict with the stated principles in section 3. It is essential that our Suppliers as a minimum comply with all applicable national laws and regulations and also meet the requirements set out in this Instruction.

3. Principles

3.1. Labour and workplace

Bluestep expect the Suppliers to share the commitment to fair employment practices in accordance with existing international standards and provide relevant information regarding any regulatory enforcement action for non-compliance with employment laws.

Further, the Supplier shall:

- ensure that employees have written employment terms/contracts in a language they understand specifying their terms of employment and termination;

- provide all employees with at least the minimum wage according to national legislation and respect the upper limits on regular and overtime hours allowed by the law of the country in which they operate;
- respect and recognise, in accordance with the laws of the country in which employees are employed, the right to freedom of association and that employees will be free to terminate their employment in accordance with established rules;
- provide a healthy and safe working environment and prevent accidents and injuries related to the physical and mental environment through proper training and preventive measures. The Supplier must treat all employees with dignity and respect and secure a workplace free from harassment, abuse and violence;
- uphold the effective abolition of child labour, i.e. no labour is performed by children or minors under the minimum age, in accordance with laws of the country;
- not discriminate on the basis of ethnicity, religion, race, skin colour, nationality, social origin, age, disability, health status, gender, sexual orientation, membership of trade unions or political views;
- not engage forced labour, slave labour or other non-voluntary labour in their value chain, and
- strive towards that employees with the same qualifications, experience and performance receive equal pay for equal work.

3.2. Human Rights

Respecting human rights is fundamental in Bluestep's commitment to be a sustainable and responsible bank, and the Company expect the Suppliers to share this commitment.

Further, the Supplier shall:

- respect fundamental and internationally recognised human rights in all areas of operation;
- take responsibility to not cause or contribute to adverse human rights impacts through their own activities and address such impacts when they occur;
- take action to remedy adverse human rights impacts and to minimise the risk that they are complicit in human rights abuses;
- in all contexts, seek ways to honour the principles of internationally recognised human rights, even when faced with conflicting requirements; and

- support the protection of vulnerable groups and support diversity in all its forms.

3.3. Environment

Bluestep expects the Supplier to conduct the business with respect for the environment and apply the precautionary principle and minimise environmental impact. The Supplier must at all times hold all relevant environmental permits and licenses and without delay provide any information to the Company (contact person designated in the agreement) if they are recently subject to any regulatory enforcement action for non-compliance with environmental legal requirements.

Further, the Supplier shall:

- take suitable actions to avoid and/or minimise the consequences and continuously work to improve their environmental performance;
- strive to use and encourage the development of environmentally friendly technologies, products, and services, looking to contribute to sustainable development; and
- strive to support the Paris Agreement.

Further, the Supplier should:

- work in a structured manner with regard to the environment and with measurable objectives that consider environmental and public health aspects; and
- continuously improve their environmental performance by identifying, assessing and managing environmental risks and impacts throughout their value chain;

3.4. Business Ethics

Bluestep expect the Supplier to run the business with high business ethics and morals as well as comply with all applicable laws and regulations including but not limited to bribery, corruption, fraud, intellectual property rights, anti-money laundering and prevention of terrorist financing, tax evasion, and competition.

Further, the Supplier shall:

- prohibit the offer or acceptance of business courtesies such as gifts, hospitality, expenses or other benefits if they could constitute, or appear to constitute, an undue influence;
- take effective measures to avoid, or when necessary, mitigate, possible and actual conflicts of interest; and
- comply with all competition and anti-trust laws. This includes agreeing not to enter into discussions or agreements with competitors regarding price fixing, market sharing, bid rigging or other similar activities.

Further, the Supplier should:

- commit to exercise due diligence and have policies and processes in place to prevent, detect and tackle financial crime, including but not limited to Corruption, Fraud, Extortion, Tax evasion, Sanctions violations and Money Laundering and terrorist financing in all its business arrangements

4. Compliance

The Supplier undertakes to implement and live up to the principles in its own business operations and is obliged to monitor its sub-contractors' undertakings and actively work to ensure that they also comply with this Instruction and other specified terms in the Agreement.

Bluestep reserves the right to visit Suppliers to make sure that the Supplier is complying with this Instruction. The relevant documentation to verify compliance with this Instruction must be made available to the Company. Likewise, the Supplier shall strive towards that Bluestep has access to sub-contractors and can also access documentation that it requests from the sub-contractors.

In cases where a Supplier does not comply with the Instruction (or other in the Agreement specified policies) as expected by the Company, Bluestep will initiate a dialogue to clarify the circumstances. However, if the Supplier fails to meet the requirements of this Instruction, the Supplier must take the prescribed corrective actions without delay.

Lack of cooperation, failure to address material violations of the principles of this Instruction and/or non-timely implementation of necessary corrective action plans may result in a reduction in business and, ultimately, an end to the business relationship with Bluestep.