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VOLUE SUPPLIER CODE OF CONDUCT

Version no.	Date implemented		Revisions	Approved by
1.1	07.2.2025		Change Volue ASA til Volue AS	Head of Legal
1.0	17.08.2023		Updated from last version from 10.02.21	Board of Directors

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VOLUE SUPPLIER CODE OF CONDUCT (SCoC)

Volue's Supplier Code of Conduct (SCoC) states the requirements for business practice and personal conduct for all individuals and companies conducting business on behalf of Volue AS and its subsidiaries ('Volue'). Living up to the SCoC preserves the integrity of Volue.

The SCoC applies to all potential or actual vendors, subcontractors and cooperation partners supplying material, labour or services to Volue (hereinafter referred to as 'Business Partner(s)'.

1 Compliance with laws

All Business Partners have to comply with all applicable laws and regulations, and align their business conduct with the Ten Principles of the UN Global Compact and the UN Guiding Principles on Business and Human Rights (UNGP), and with other international laws and codes of conducts where such are applicable.

2 Corruption and improper payments

Volue does not tolerate any form of corruption. Business Partners shall refrain from any form of embezzlement, extortion or corruption, including bribery, kickbacks and facilitation payments. This includes refraining from offering, demanding or accepting gifts, benefits, reimbursements or hospitality that could be perceived as an improper attempt to influence business decisions or as an improper advantage in connection with the conduct of a position, an office or performance of an assigment. This applies regardless whether the advantage is offered directly or through an intermediary. Increased caution shall be exercised when public officials are involved.

All Business Partners have to follow international legislation on bribery and corruption, such as the US Foreign Corrupt Practices Act and the UK Bribery Act.

3 Gifts, hospitality and expenses

Business Partners have to be aware that Volue does not accept any gifts or hospitality from its Business Partners, and that no Business Partner shall therefore offer any gifts and other favours to Volue, its employees, representatives, partners or anyone closely related, except for promotional items ofminimal value, normally bearing a company log.

Hospitality such as social events, meals or entertainment may be offered, provided there is a clear business reason. The costs related to such hospitality must be kept within reasonable limits. Travel, accommodation and other expenses for the individual representing Volue will always be paid by Volue, unless other arrangements are agreed in the contract.

Gifts, hospitality and expenses shall not be offered or received in connection with contract bidding, evaluation or award.

4 Anti-money laundering

Money laundering occurs when funds from illegitimate sources are channelled into legitimate business activities and the financial market. Volue opposes all forms of money laundering and expects its Business Partners to comply with all applicable anti-money laundering laws and regulations. This includes also adequate diligence on own business partners by Business Partners.

5 Child labour

Volue does not accept any form of child labour or that children below the lawful minimum age for admission to employment are engaged in our or our Business Partners' business. If persons below the age of 18 are involved, we demand special precautions to safeguard their health, security and rights. Persons below the

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age of 18 shall not perform dangerous or night time labour, and their work shall not inflict damage on their

education or development. Volue and its Business Partners fully support, and will act in accordance with, the UN Convention on the Rights of the Child.

6 Forced labour

Volue does not accept any form of involuntary or forced labour or modern slavery. As a Business Partner to Volue, you will not engage or employ people against their own freewill, nor will personnel be required to lodge 'deposits' or identity papers upon commencing employment. Neither will you engage or employ people through any form of forced labour as defined by international labour standards.

7 Human and labour rights, health and safety

Business Partners shall respect fundamental human rights and decent working conditions within their business operations and supply and value chain as set forth in the UNGP and the OECD Guidelines for Multinational Enterprises.

This means that Business Partners shall avoid causing or contributing to adverse impacts on human rights and decent working conditions, as well as identify, assess and when necessary cease, prevent or mitigate adverse impacts which they have caused, contributed towards or are directly linked to through their own suppliers and business partners. Human rights refer to inter alia the rights enshrined in the UN Covenant on Civil and Political Rights, the UN Covenant on Economic, Social and Cultural Rights, and ILO's core conventions on fundamental principles and rights at work.

Business Partners shall inter alia ensure fair salaries, reasonable working hours, safe working conditions (including necessary supervision and protection from fire and other dangers), the right to organize, a good workplace environment, and have in place a whistleblowing procedure for the reporting concerns by employees.

8 Employment practices and non-discrimination

Business Partners must treat treat their employees and hired labour equally and fairly. Volue does not accept any form of harassment or discrimination based on age, gender, religion, political beliefs, sexual orientation or any other reason.

9 Trade sanctions

Trade sanctions and export control regimes are becoming increasingly complex and are imposed on a variety of sectors, countries and persons. Such laws may impose restrictions on the sale, shipment, electronic transfer, provision, or disclosure of information, software, goods, assets, funds, and services across national borders or involving parties subject to trade sanctions. Business Partners are expected to comply with trade sanctions and export control laws and regulations imposed by the EU, UN, US and UK in addition to trade sanctions and export control regimes applicable to the business relationship between Volue and the Business Partner.

10 Fairness and Competition

Business Partners shall at all times ensure to be trustworthy, honest and fair in all dealings and safeguard that possible conflicts of interest are handled appropriately.

Volue has no tolerance for violations of applicable competition laws and regulations in any country and expects fair competition among its Business Partners. This includes inter alia not taking part in or supporting illegal cooperation on pricing, illegal market sharing, abuse of a dominant position or any other activity that constitute breach of applicable competition laws and regulations. Business Partners shall also refrain from sharing sensitive information with third parties and particularly competitors.

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11 Handling of Information

Data protection, confidentiality, trade secrets and insider trading

Business Partners are expected to comply with applicable laws and regulations with regard to data protection, confidentiality, trade secrets and insider trading.

Business Partners shall inter alia not misuse or disclose sensitive business information or trade secrets provided to them by Volue regarding the company, its products and its operations to third parties, unless Volue has given its explicit written consent to the disclosure in question. Volue expects that such information is not passed on to any third party even after the business relationship has been terminated.

Responsible use of social media and other media communications

Social media channels such as Facebook, Instagram and LinkedIn allow for communication, promotion, discussions and information sharing and are increasingly used in business contexts. Volue expects its Business Partners to refrain from publishing information, logos or other material belonging to Volue without its express written consent. Neither should material that can be associated with Volue or its employees be published without the consent of Volue and parties involved. This applies, in principle, also to statements to the media.

12 Environment

Volue applies guidelines based on the environmental standards incorporated in the Ten Principles of the UN Global Compact. Volue expects its Business Partners to be committed to environmental sustainability by continuously improving energy efficiency and minimizing discharge, emissions and waste, and to otherwise adhere to applicable laws and regulations to minimize environmental impact and prevent danger to the environment.

13 Sub-suppliers, procedures, etc.

Business Partners shall use their best efforts and influence towards ensuring that all their employees, agents, etc. as well as their own suppliers and business partners comply with the standards of this SCoC. This includes implementing the standards set forth herein in their respective business operations, and having in place relevant contractual obligations, policies, procedures and training.

14 Reporting Concerns/whistleblowing and violations

Volue encourages transparency, and Business Partners and their employees are thus required and expected to report any violations or concerns about potential violations of this SCoC or applicable laws and regulations to the Volue Group Ethics Committee without delay. This includes actual or suspected violations in their supply chain.

The link to the whistleblowing channel is available on volue.com. Reports can be made anonymously. Volue will endeavour to protect whistle blowers against retaliation. Any information reported will be treated confidential and only accessed by the Group Ethics Committee consisting of Volue CEO, Head of HR and Head of Legal as well as others if deemed necessary. Volue may however disclose information to competent authorities to the extent required.

In cases of violations, Business Partners shall take the necessary corrective actions in a timely manner at no cost of Volue. This may include a requirement to change sub-supplier(s) that do not comply with the SCoC. All corrective actions shall be documented.

Failing to comply with the SCoC is viewed as a serious matter, which may lead to inter alia termination of the agreement(s) with the Business Partner, claims for appropriate compensation, and reporting to relevant authorities.

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15 Information and Audit Rights

In order to ensure compliance with this SCoC and strengthen ethical conduct througout its supply chain, Volue or any independent audit company mandated by it may, from time to time, perform an inspection/audit of the conduct of its Business Partners with or without prior notice.

Business Partners shall immediately upon request share information and documentation on compliance with the SCoC and applicable laws and regulations, including information regarding sub-suppliers and supply chain risks, and allow access to its premises, subject to due observance by Volue of business secrets and other confidentialy information.

16 Update of the SCoC

This SCoC shall be subject to continous development and updates based on the at all times applicable laws and regulations, conventions, principles, standards and other relevant framework for ethical business conduct, as well as any areas of compliance and integrity risks identified for Volue and its Business Partners.

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Business Partner Declaration

By signing this document, we confirm that we fulfil the requirements set forth in the Volue Supplier Code of Conduct available at Volue's homepage, and that we will endeavour to implement appropriate measures to ensure compliance with the Supplier Code of Conduct in all our activities. We are aware of that we are liable to Volue for any damage suffered as a result of failure to comply with the obligations set out herein, and that Volue may immediately terminate the business relationship with us in case of violations of this Supplier Code of Conduct. The authorized signature below is from a representative with authority to act on behalf of our company.

Company name	
Date	
Signature	
Name	
Title	