

Avanza Supplier Code of Conduct

December 2023

1. Introduction

Conducting business in an ethical and socially responsible manner is of the highest importance to Avanza. Our business shall be conducted with respect for human rights and good working conditions. We strive to minimize our negative environmental impact, and we want to promote sustainable development. We have a target of halving our scope 1-3 emissions by 2030 and a long-term ambition to be Net Zero along our value chain by 2045. The cooperation with suppliers and other partners (hereafter referred to as “the Supplier” or “Suppliers”) is important to achieve these goals. The relationships with Suppliers should be based on mutual understanding and commitment to these ambitions, and we seek active cooperation and a willingness to improve also from our Suppliers.

All Suppliers are expected to, as a minimum, comply with the standards set out in national legislation and regulations. Furthermore, this Supplier Code of Conduct (hereafter referred to as “the Code”) establishes the basic obligations we expect all our Suppliers to adhere to. It should be noted, however, that the Code rather sets out principles and establishes the minimum expectations Avanza has of its Suppliers rather than offering detailed rules covering all situations.

For the purpose of the Code Avanza can mean either one or several of the companies within the Avanza group with Avanza Bank Holdin AB (publ) as parent.

2. Purpose

The purpose of the Code is to establish the basis of good cooperations between Avanza and its suppliers.

The obligations set forth herein will act as guiding principles in Avanza’s business and are an integrated part of Avanza’s procurement process. This means that the values that form the basis of the Code will be considered when we choose our Suppliers and our business partners.

3. Applicability of the Code

This Code is applicable to all relationships between Avanza and Suppliers. For the purpose of this Code, entities entering into cooperation agreements, consultancy

agreements, sponsorship agreements or other similar agreements will be considered as Suppliers and are expected to fulfil the obligations set out in the Code.

Suppliers are expected to adhere to the Code even if it stipulates higher standards than what is set forth in applicable legislation or regulations and the Code is applicable to all subsidiaries within the Avanza group.

4. Sub-contractors

Each Supplier is responsible for ensuring that its sub-contractors fulfil the obligations, or corresponding obligations, set out in the Code. It is furthermore the responsibility of the Supplier to ensure that its sub-contractors are informed of the obligations set out in the Code and that the Supplier establishes and maintains sufficient due diligence and governance processes in order to ensure continuous compliance of the Code.

5. Obligations

This Code is based on the following internationally accepted standards:

- the UN Guiding Principles on Business and Human Rights,
- the UN Global Compact,
- ILO's core conventions
- the OECD Guidelines for Multinational Enterprises.

Suppliers are expected to adopt relevant governance, to ensure compliance with the Code. This entails, inter alia, that Suppliers are requested to implement and monitor policies covering the obligations of the Code.

5.1. Business ethics

Suppliers shall adhere to all principles regarding business ethics as follows from section 5 above. However, the following are of key importance to Avanza.

- The Supplier will promote high business ethics and integrity and apply a zero-tolerance approach towards corruption.
- The Supplier will prohibit expenses or other benefits that could constitute undue influence.
- The Supplier will have systems to identify and manage the risk of financial crime such as fraud, extortion, corruption, violation of sanctions, tax evasion and money laundering in all its business and its value chain.
- The Supplier will take actions to avoid and if necessary, mitigate conflicts of interest or potential conflicts of interest.
- The Supplier will respect the personal integrity of its customers, business partners and employees in accordance with national privacy legislation.

- The Supplier will implement and maintain possibilities of whistleblowing within its organisation and ensure that anyone reporting misconduct is protected from punitive measures.

5.2. Human rights

All commitments regarding human rights as listed in section 5 is part of the Supplier's obligations. However, the following are of key importance to Avanza.

- Suppliers will incorporate respect and care for human rights in all its operations and decisions.
- Suppliers will consider how their acts or omissions might affect human rights and ensure that human rights are not negatively affected by the Supplier's actions and decisions. The Supplier will take appropriate rectifying measures should negative impact occur.
- When appropriate, the Supplier will conduct human rights due diligence using a risk-based approach.
- The Supplier will comply with all applicable competition and anti-trust laws and regulations.

5.3. Working conditions

Suppliers must adhere to all commitments regarding working conditions as described in section 5 above, but the following are considered key obligations according to Avanza.

- The Supplier may not in any aspect make use of slave labour, forced labour or any other kind of non-voluntary labour in any part of its business or value chain.
- The Supplier will ensure that no child labour is used for any part of its business or value chain.
- No employees under eighteen may be engaged in heavy or hazardous work in the Supplier's value chain.
- All employees of the Supplier will be provided with at least the minimum wage according to national legislation. Limits regarding work time and over time as applicable by national legislation will be respected.
- Preventive measures will be taken to minimize work injuries and the Supplier will provide a workplace free of abuse, harassment, and violence.
- The Supplier will provide its employees with a healthy and safe work environment.
- The Supplier will treat all employees with respect and the Supplier will take active measures to prevent inequality and discrimination based on gender, transgender identity or expression, religion or other belief, ethnicity, disability, sexual orientation, membership of trade unions, political views or age.

- Employees with the same experience, qualifications and performance shall receive equal compensation. If permitted by national legislation protective measures may be given to disadvantaged groups.
- When gathering and storing employees' private information the Supplier will respect the right of privacy as set out in national legislation.
- The Supplier respects the employees' right to freedom of organisation and collective bargaining in accordance with the legislation in the country where the employees are employed.

5.4. Environmental obligations

Suppliers are to adhere to the principles regarding environment in section 5 above. The following are, however, regarded by Avanza as key principles.

- The Supplier will conduct its business with due care for the environment and take active measures to ensure compliance with national environmental legislation.
- The Supplier will have an elaborated policy for corporate sustainability.
- The Supplier will continuously identify, assess, and manage environmental risks and impacts throughout its value chain.
- The Supplier will have a public commitment to a CO2 reduction target and disclose targets and progress upon request. Avanza strongly encourages suppliers to set Science Based Targets for full scopes as defined by the Greenhouse Gas Protocol Corporate Standard and have these verified by the Science Based Targets initiative.
- The Supplier will strive to use environmentally friendly services, products, and technologies and to contribute to a sustainable development.

Environmental commitments are to be applied on a risk-based approach and with due care taken to impact.

6. Monitoring

The following section shall apply unless the Avanza and the Supplier has agreed otherwise in a written agreement. Avanza, or a third party appointed by Avanza, shall be entitled to audit the Supplier in order to verify the Supplier's compliance with the Code. Avanza will notify the Supplier as soon as possible and at least five days in advance of a planned audit. If reasonably requested by the Supplier, Avanza, or an appointed third party, shall enter into a non-disclosure agreement before conducting an audit. Both parties shall cover their expenses of such audits, unless material deficiencies are found in which case the Supplier shall bear all expenses.

Avanza may also request that the Supplier reports regarding the Supplier's compliance with the Code.

7. Breaches

Breaches of the Code may lead to severe harm to Avanza and Avanza's reputation. Breaches that are reasonably considered material by Avanza is therefore considered a material breach of contract and might lead to a termination, or other relevant contractual remedies, of the contract between Avanza and the Supplier.