

## HELEN GROUP SUPPLIER CODE OF CONDUCT

(Helen-konsernin toimittajien yritysvastuuvaatimukset) 9 January 2026

## 1. General Principles

The following requirements for suppliers (“Supplier Code of Conduct”) are based on the Ethical Code of Conduct of the companies belonging to the Helen Group (hereinafter referred to both individually and collectively as “Helen”). This Code of Conduct forms an inseparable part of all agreements between Helen and the supplier (hereinafter referred to as “Supplier”).

The Supplier is responsible for the economic, social and environmental impacts of its operations. The Supplier must act honestly, in good faith, and without discrimination.

Helen requires the Supplier, when performing deliveries or other obligations to Helen in accordance with its own operating principles, to comply with:

- all applicable national legislation;
- this Supplier Code of Conduct;
- the United Nations Guiding Principles on Business and Human Rights; and
- the OECD Guidelines for Multinational Enterprises.

The Supplier must respect:

- the United Nations Universal Declaration of Human Rights; and
- the fundamental principles and rights at work of the International Labour Organization.

The Supplier must exercise appropriate due diligence to identify, monitor, prevent and remedy adverse impacts on people and the environment.

If applicable national legislation imposes less stringent requirements on the Supplier’s operations than those stipulated in this Supplier Code of Conduct, the Supplier Code of conduct shall be complied with regardless.

The Supplier must comply with this Supplier Code of Conduct in relation to its own and its subcontractors’ operations as far as the deliveries or other obligations relate to Helen’s agreement(s). The Supplier must ensure that its own direct subcontractors comply with Code of Conduct requirements corresponding in essential content to this Supplier Code of Conduct.

The Supplier shall comply with all applicable European Union export control laws. The Supplier must also comply with sanctions legislation issued by the European Union, the United Kingdom, the U.S. Department of the Treasury's Office of Foreign Assets Control and the United Nations.

## **2. Business Practices**

The Supplier must conduct its business in an honest, transparent and ethical manner.

The Supplier shall not tolerate corruption, bribery, or money laundering in any form and shall actively work to prevent and combat such practices. The Supplier shall avoid conflicts of interest and take effective measures to combat the shadow economy.

### *Conflicts of Interest*

The Supplier must ensure that persons in decision-making positions and employees do not use their position for personal gain. Helen's personnel may not be offered any personal benefits involving the misuse of their position or Helen's property, information or business opportunities, nor may the Supplier's personnel accept any such benefits.

### *Bribery*

The Supplier must refrain from offering Helen's personnel gifts or hospitality that exceed a reasonable level or that may affect the independence or impartiality of Helen or the Supplier, or that are related to business decisions or their preparation. Offering cash and gift cards is prohibited. Helen's personnel must cover their own travel and accommodation expenses. Ordinary gifts or hospitality are permitted when they are given and received openly without obligations or expectations and are of reasonable and customary value.

### *Fair Competition*

The Supplier must comply with applicable competition laws and binding regulations. The Supplier shall not engage in any anti-competitive activities or abuse its market position. The Supplier must ensure the confidentiality of confidential information, such as trade secrets.

### **3. Labour and Human Rights**

Helen encourages the Supplier to ensure, to the best of its ability, that labour and human rights are respected throughout the Supplier's entire supply chain. The Supplier is obligated to ensure that the requirements set out in this Chapter 3 are met in relation to the Supplier's direct subcontractors.

#### *Respect for Labour and Human Rights*

The Supplier must ensure that it is not involved in human rights violations. The Supplier must intervene in actions that undermine human rights and take corrective measures to end human rights violations or actions that undermine human rights.

The Supplier shall ensure that employees are provided with secure written terms of employment. Wages shall comply with the minimum standards set by applicable national legislation and shall be sufficient to cover employees' basic needs. Employees' working hours must be reasonable and compliant with applicable national legislation. Employees shall be afforded the right to exercise freedom of association and to engage in collective bargaining.

#### *Non-discrimination and Prohibition of Harassment*

The Supplier must treat employees fairly and equally. The Supplier must not discriminate on the basis of gender, age, origin, language, religion, belief, opinion, health, disability or other personal characteristics.

#### *Occupational Health and Safety*

The Supplier must provide its employees and subcontractors with a safe and healthy working environment and comply with applicable occupational health and safety regulations and Helen's more detailed guidelines. Employees must be provided with training and appropriate protective equipment. The supplier must prevent accidents, prepare for emergencies and investigate and document serious occupational health and safety incidents.

#### *Prohibition of Child Labour*

The Supplier must ensure that it does not use child labour.

#### *Prohibition of Forced Labour*

The Supplier must ensure that it does not use forced or penal labour.

#### **4. Environmental Responsibility**

##### *Compliance with Environmental Legislation and Permits*

The Supplier shall comply with all applicable environmental legislation, regulatory requirements, and the conditions set out in the agreement and its appendices. The Supplier shall hold all environmental permits, certificates, licenses, and other required authorizations necessary for the delivery or the fulfilment of its contractual obligations. All such permits and authorizations must remain valid for at least the duration of the delivery, unless otherwise agreed between Helen and the Supplier.

##### *Minimizing Environmental Impact*

The Supplier must prevent and minimize adverse environmental impacts. Helen encourages the Supplier to use a certified environmental management system to ensure a high level of environmental protection and to develop its operations systematically.

The Supplier is responsible for monitoring, managing, minimizing, and lawfully handling emissions, pollutants, and waste arising from its operations. The Supplier must comply with applicable chemicals legislation.

The Supplier must immediately notify Helen of any detected leaks of hazardous substances.

##### *Reducing Carbon Footprint and Use of Natural Resources*

The Supplier is recommended to monitor, measure, and reduce the climate impacts of its operations across the value chain, use renewable energy sources, improve energy and material efficiency, and commit to climate targets.

#### **5. Monitoring and Supervision**

The Supplier must monitor its operations in accordance with this Supplier Code of Conduct, applicable laws and regulations and apply appropriate due diligence throughout the delivery and subcontracting chain related to Helen's agreement. The Supplier must respond to Helen's sustainability questionnaires upon request.

The Supplier must, at Helen's request, take all reasonable actions to investigate and provide information related to requests by Helen.

The Supplier must promptly notify Helen if it observes any violation(s) of this Supplier Code of Conduct in either its own or its direct subcontractor's operations. The Supplier must take immediate corrective actions without undue delay to remedy this violation unless otherwise agreed upon with Helen. The Supplier must in any case always

promptly notify Helen of similar violations identified anywhere in the subcontracting chain.

Helen has the right to audit or inspect the Supplier's operations itself or through a third party to verify compliance with this Supplier Code of Conduct. If the agreement between Helen and the Supplier provides more detailed provisions on audits or inspections, those provisions shall apply.

Upon Helen's specific request, the Supplier must inform its own and its direct subcontractors' employees and other personnel involved in fulfilling the agreement about Helen's ethical reporting channel. The information must be provided in a permanent and easily accessible manner, e.g., in orientation materials, using internal communication channels, or in equivalent manner. The information must be provided before any tasks under Helen's agreement begin. At minimum, the Supplier must provide the following information:

- The address of the ethical reporting channel is <https://report.whistleb.com/fi/helen>
- Anyone can report suspected misconduct confidentially through the ethical reporting channel; and
- Instructions on how to make a report and when not to use the ethics reporting channel can be found at [https://www.helen.fi/globalassets/helen-oy/tietoa-yrityksesta/toimintaperiaatteet/eettinen-ilmoituskanava\\_ohje\\_02062025.pdf](https://www.helen.fi/globalassets/helen-oy/tietoa-yrityksesta/toimintaperiaatteet/eettinen-ilmoituskanava_ohje_02062025.pdf)

## **6. Consequences, Remedies and Enforcement**

If Helen or the Supplier detects deviations from this Supplier Code of Conduct, and the Supplier does not submit an improvement plan or remedy the violation in accordance with this Supplier Code of Conduct or within another agreed time frame after Helen has received notice of the deviation, Helen shall have the right to cancel or suspend the performance of the agreement and/or terminate the agreement without notice and seek compensation for the damage caused by the termination of the agreement.

In the event of ambiguity or conflict between the English and Finnish versions of this Agreement, the Finnish version shall prevail.