



KINLAND AS

SUPPLIER CODE OF CONDUCT

(KSCC-001)

1. INTRODUCTION

- 1.1 Kinland AS ("**Kinland**", together with its subsidiaries the "**Group**") is a leading provider of social infrastructure assets in the Nordics and selected European jurisdictions. The Group focuses on providing high-quality properties used primarily for nationally important educational and care services. Such properties are a cornerstone of the welfare systems in the countries in which we operate, promoting work participation, gender equality, and successful integration.

Our properties have during the later years played an important role in the development of the Nordic and other Northern European preschool and care service markets through improved capacity, quality and cost-efficiency. Going forward, our strategy is to continue to expand our preschool portfolio while reaching into care service segments with similar characteristics as the Nordic preschool market – i.e. long-term contracts with solid operators, in turn backed by government financing.

Our mission is to provide a safe and quality environment needed for the care of the people that use our properties. We do so guided by our motto: "We invest where people live".

- 1.2 In order to achieve our business objectives whilst committing ourselves to the responsibility entrusted to us by all stakeholders, e.g. customers, shareholders, regulators and society, the Group places great emphasis on cooperating with business partners that promote high standards of good business practice, fundamental human rights and decent working conditions. We require, and have a duty to ensure, that the Group's supply chain and contractors abide by the minimum standards set by the jurisdictions in which they operate or conduct business.

2. APPLICABILITY

This Supplier Code of Conduct (the "**Supplier Code**") outlines the minimum standards and expectations for all suppliers, contractors, consultants and business partners (each a "**Supplier**") that:

- (i) contracts with the Group to supply goods or services to the Group; or
- (ii) contracts with the Group for purposes of serving the Group's tenants.

3. PRINCIPLES

3.1 EXPECTATIONS TOWARDS SUPPLIERS

Our expectation is that our Suppliers support the Group's commitment to doing not only what is good for business, but also what is good for our people, tenants and their end-users, and the communities in which they live and work.

This Supplier Code outlines our expectations towards our Suppliers. A Supplier's agreement with entities within the Group may contain clauses and provisions addressing some of these same topics. Nothing in this Supplier Code is meant to supersede more stringent provisions in any supplier agreement.

Suppliers are expected to be aware of, understand and build processes to comply with applicable laws in jurisdictions where they operate or conduct business. Where the provisions of law and this Supplier Code address the same subject, to the extent legally permitted, Suppliers should apply the provisions which furthers the intent of this Supplier Code to the greater degree.



Suppliers are expected to meet these standards in connection with the operations of their business, including to establish and enforce appropriate routines and policies. Moreover, Suppliers are expected to apply comparable standards downstream in their own supply chains.

3.2 HUMAN RIGHTS

Suppliers shall throughout their organisations and supply chains ensure strict compliance with fundamental human rights. Fundamental human rights means the internationally recognised human rights that are enshrined, among other places, in the International Covenant on Economic, Social and Cultural Rights ([link](#)), the International Covenant on Civil and Political Rights ([link](#)) and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work ([link](#)).

Suppliers shall treat workers with dignity and respect and not subject them to demeaning conditions. Suppliers shall foster a culture and workplace that does not tolerate harassment, including sexual harassment, threats of harassment, or retaliation of reporting harassment.

3.3 LABOUR

3.3.1 Forced labour

Suppliers shall not use forced or involuntary labour, nor demand work or service from an individual under threat or coercion. Work must be conducted based on freely agreed terms. Suppliers shall not withhold or destroy, conceal, confiscate or deny access by workers to workers' identity or immigration documents. Suppliers shall not require non-professional migrant workers to bear any costs or fees associated with their recruitment, travel or migration processing.

3.3.2 Child labour

Suppliers shall not exploit child labour and shall not employ any workers under the minimum legal working age prevailing in the jurisdiction(s) they operate. Employment of workers under the age of 18 should not interfere with their compulsory education and should not, by the nature of the work or the circumstances in which it is carried out, be likely to harm their health, safety, or morals.

3.3.3 Discrimination

Suppliers shall foster a culture that seeks to promote equal opportunity for all. Suppliers shall not tolerate discrimination based on ethnic or national origin, age, gender identity, disability, sexual orientation or religion, or those categories protected by local law. Job candidates and employees are expected to be evaluated based on their ability to perform the job.

3.3.4 Wages, working hours and other conditions

Suppliers shall meet applicable standards regarding working conditions across its entire workforce, including, without limitation, laws, regulations, and standards relating to the payment of the minimum legal wage or a wage that meets local industry standards, whichever is greater; the observation of legally mandated break and rest periods; and the health and safety of the workers in the workplace.

Suppliers shall ensure that all workers receive fair and timely remuneration for their labour and that conditions and components of their pay is clearly and transparently communicated and documented.

Suppliers shall ensure that part-time workers are treated equitably, including but not limited to proportionate rights and benefits compared to full-time workers performing similar duties.



3.3.5 Freedom of association and non-retaliation

Suppliers shall nurture an environment where business standards are clearly understood and where there are clear channels for individuals to communicate openly with management without threat of retaliation, intimidation, or harassment. Moreover, Suppliers shall respect the legal rights of workers to freedom of association and not hinder the rights of workers to legally organise and join associations.

3.3.6 Health and safety

In addition to meeting minimum legal requirements for working conditions, Suppliers are expected to provide a safe and healthy work environment that safeguards the physical and mental wellbeing of their employees (e.g. clean facilities that are sufficiently lighted and ventilated and with properly maintained equipment). Suppliers shall take necessary precautions to prevent accidents, injury and occupational diseases.

Suppliers shall ensure that all workers receive appropriate health and safety training relevant to their roles. Training shall be provided regularly and in an understandable language and format.

3.4 ENVIRONMENT

3.4.1 Resource efficiency and waste minimisation

Suppliers shall seek to improve resource efficiency and reduce resource consumption including of raw materials, energy, water, and fuel. Suppliers are expected to make reasonable efforts to eliminate or reduce levels of waste (both solid and wastewater) generated and to increase landfill diversion, reuse, and recycling. Suppliers are encouraged to develop and use environmentally friendly innovations and practices that reduce negative environmental impacts.

3.4.2 Pollution and emissions reduction

Suppliers shall take reasonable steps to minimise emissions of greenhouse gases and of toxic and hazardous pollutants. Suppliers are encouraged to monitor greenhouse gas emissions and to set science-based greenhouse gas reduction goals and targets.

3.4.3 Environmental compliance

Suppliers shall ensure that their operations comply with applicable environmental laws and regulations.

3.5 INTEGRITY, ETHICS AND ANTI-CORRUPTION

3.5.1 Business integrity

Suppliers shall not engage in any illegal or unethical behaviour. Suppliers are expected to uphold standards of fair business practices and endeavour to maintain their own confidential process to enable employees and contractors to report incidents of unethical behaviour.

3.5.2 Corruption, bribery and financial crimes

Suppliers shall neither make bribes nor accept them, nor induce or permit any other party to make or receive bribes on its behalf nor cause other parties, including the Group, to violate any applicable anti-corruption or anti-bribery laws when working on behalf of or with the other parties including the Group. Suppliers shall use reasonable practices to prevent bribery in all forms and shall support efforts to fight corruption. Suppliers shall not engage in or assist any third party with any money laundering, terrorist financing or other financial crime activities.



3.5.3 Gifts, entertainment and hospitality

Suppliers shall not offer, accept or solicit any gifts, entertainment, or hospitality whereby there is reason to believe, or a reasonable and informed third party would likely conclude, that there may be intent to improperly influence decisions or impair objectivity related to the Supplier's business dealings.

3.5.4 Confidentiality and privacy

Suppliers shall abide by their obligations relating to protection, collection and proper handling of confidential and personal information in accordance with the EU's General Data Protection Regulation ("**GDPR**") and other applicable data privacy laws. Reasonable measures must be taken to prevent data breaches and cyber threats.

3.5.5 Conflicts of interest

Suppliers shall not allow bias, conflict of interest, or inappropriate influence of others to override their professional judgments and responsibilities. Suppliers shall voluntarily declare any such conflicts involving the Group's personnel.

4. REPORTING OF VIOLATIONS

To report questionable behaviour or a possible violation of this Supplier Code, you are encouraged to work with your primary contact person within the Group in resolving your concern. If that is not possible or appropriate, you may report the issue to Kinland per e-mail at info@kinlandgroup.com.

The Group attests that all communications will be taken seriously and, if warranted, any reports of violations will be investigated. We will not retaliate or allow retaliation in respect of any reports made by a Supplier in good faith.

5. COMPLIANCE MONITORING AND AUDITS

To ensure adherence to this Supplier Code, we reserve our right to conduct routine compliance checks or audits of both new and existing business relationships (the "**Business Partner Checks**"). Business Partner Checks may be carried out periodically and may include, but are not limited to, documentation reviews and interviews with relevant personnel of the Supplier.

Suppliers are expected to cooperate fully with the Group's Business Partner Checks and to make reasonable efforts to grant access to necessary records, facilities, and personnel. Refusal to participate in routine Business Partner Checks or failure to meet the standards outlined in this Supplier Code may result in corrective actions, up to and including termination of the business relationship. The Group reserves our right to duly report any suspicion of non-compliance with laws and regulations to relevant authorities.



Kinland AS Supplier Code of Conduct	
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