

# MARSHALL GROUP SUPPLIER CODE OF CONDUCT



*Marshall*



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# A MESSAGE FROM OUR CEO



As a growing company and an influential force within both music and tech we take our sustainability responsibilities seriously. We care for our planet and the people who play a part in creating our products. We have a clear ambition to lead our industry towards circular and responsible practices, but we can't do this alone. We need to work with all our partners to keep raising our social, environmental and ethical performance together.

Marshall is a proud member of the Responsible Business Alliance and Our Supplier Code of Conduct is based on their code as well as a number of international declarations, conventions and guidelines and our own requirements based on our experience in the consumer electronics industry.

We live by our values and we collaborate most successfully with partners whose values are aligned with ours and who are honest and transparent about their own sustainability challenges. We have created this Supplier Code of Conduct to help explain the minimum requirements we expect all our Suppliers to fulfil. We acknowledge the complexity of our common supply chain and we are committed to cooperate and support you to make our business more sustainable, together.

**Jeremy de Maillard**

# OUR CODE

The Marshall Group Supplier Code of Conduct establishes standards to ensure that working conditions in supply chains are safe, and that business is conducted responsibly, ethically, and with respect for human rights and the environment. Business relationships between Marshall Group AB (“Marshall”) and our Suppliers should be based on cooperation, honesty and transparency. Marshall has created the Marshall Supplier Code of Conduct (the “Code”) to clarify our Supplier sustainability requirements that we expect our Suppliers to fulfil.

Marshall Group is a signatory of the United Nations Global Compact and a member of the Responsible Business Alliance. The frame of reference for the Code is the Responsible Business Alliance (RBA) Code of Conduct 8.0 and the provisions of the Code are derived from and respect internationally recognised standards including:

- The United Nations Global Compact’s Ten Principles
- The United Nations Guiding Principles of Business and Human Rights
- The OECD Guidelines of Multinational Enterprises
- ILO Declaration on fundamental Principles and Rights at Work
- ILO Fundamental Conventions

## DEFINITIONS

**SUPPLIER:** Any company, organisation or individual that provides goods or services to, or in the name of, Marshall.

**SUBSUPPLIER:** Any company, organisation or individual that provides goods or services to a Supplier of Marshall.

**EMPLOYEE:** Any individual employed by a Business partner, Supplier or Subsupplier of Marshall’s.

**SHALL:** indicates a requirement.

**SHOULD:** indicates an expectation or preference.



## GENERAL REQUIREMENTS

Compliance with the requirements set out in the Code is a mandatory qualifying condition for Suppliers to enter a business relationship with Marshall. If the operations of the Supplier include or impact any of the areas described in this Code, the requirements in the Code must be applied correspondingly.

The structure and content of the Code follows the Responsible Business Alliance (RBA) Code of Conduct with additional requirements defined by Marshall.

Suppliers must comply with all applicable laws, regulations, and standards in all countries in which they operate. If standards differ between the Code and applicable laws, Marshall defines compliance as meeting the strictest requirements. In the event of a conflict between requirements of the Code and applicable laws, the Supplier shall contact Marshall to discuss the issue.

Suppliers must regard the Code as a total supply chain initiative ensuring that their subsidiaries, partners, Subsuppliers and subcontractors comply with the content of the Code. At a minimum, Suppliers shall ensure and monitor that their next tier Subsuppliers comply with the Code.

Marshall reserves the right to verify compliance with the requirements set out in the Code by a combination of mechanisms including but not limited to, self-assessment questionnaires, surveys, site visits and audits. Suppliers must therefore maintain relevant records to demonstrate compliance, and, if necessary, allow access to their own and their Subsuppliers' and subcontractors' premises to Marshall representatives.

Suppliers shall within a reasonable timeframe and without undue delay inform Marshall if they discover or suspect violations of the Code or applicable legislation in their own or Subsuppliers' operations, as described under Reporting Concerns.

Persistent failure to comply with the Code, giving false or misleading information or unjustified refusal to provide information may result in termination of any contractual relationships between Marshall and Suppliers.

## REPORTING CONCERNS

The Supplier shall report existing and/or suspected violations of applicable laws, regulations and the Code in their own or in their Subsuppliers' or subcontractors' operations within a reasonable timeframe and without undue delay to Marshall to: [sustainability@marshall.com](mailto:sustainability@marshall.com)



# A) LABOUR

Suppliers commit to respect the human rights of employees and to treat them with dignity. This applies to direct and indirect Subsuppliers, as well as all employees including temporary, migrant, student, contract, direct employees, and any other type of employee.

**RBA REQUIREMENT:**  
**1) Prohibition of Forced Labour**

Forced labour in any form, including but not limited to, bonded (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted. This includes transporting, harbouring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction of fraud for labour or services. There shall be no unreasonable restrictions on employees’ freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, employees’ dormitories or living quarters. As part of the hiring process, all employees must be provided with a written employment agreement in their native language, or in a language the employee can understand that contains a description of terms and conditions of employment. Foreign migrant employees must receive the employment agreement prior to the departing from their country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. All work shall be voluntary, and employees shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in employees’ contracts. Suppliers shall maintain documentation on all employees leaving. Employers, agents, and sub-agents may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing, employers can only hold documentation if necessary to comply with the local law. In this case, at no time shall employees be denied access to their documents. Employees shall not be required to pay employers’ agents or sub-agents’ recruitment fees or other related fees for their employment. If any such fees are found to have been paid by employees, such fees shall be repaid to the employee.

**1.1 Marshall addendum:**  
The Supplier must ensure that the employee contract contains at least, but not limited to, the following: clear statements of the voluntary nature of the employment, notice period and procedures for leaving the job, working hours and guaranteed wage, premium overtime rate, payment, and frequency of payment. A written contract shall be signed by both parties in a language understood by the employee. A copy of the contract shall be given to the employee.

**RBA REQUIREMENT:**  
**2) Young Workers**

Child labour shall not be used in any stage of manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age of employment in the country, whichever is greatest. Employees under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shift and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection



of students’ rights in accordance with applicable laws and regulations. The Supplier shall implement an appropriate mechanism to verify the age of employees. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. The Supplier shall provide appropriate support and training to all student workers. In absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry level employees performing equal or similar tasks. If child labour is identified, assistance/ remediation shall be provided.

**2.1 Marshall addendum:**

The Supplier must have a written remediation plan for child labour. If child labour is observed, suspected, or known in Marshall’s supply chain, the Supplier shall immediately report such concerns to Marshall. Before taking any action, the Supplier shall work together with Marshall to implement a strategy to ensure protection of the affected child.

The Supplier shall ensure that legally Young Workers receive appropriate and regular health examinations.

**RBA REQUIREMENT:**

**3) Working hours**

Working hours shall not exceed the maximum set by local law. Further, a workweek shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime shall be voluntary. Employees shall be allowed at least one day off every seven days.

**3.1 Marshall addendum:**

The Supplier shall have a reliable time recording system which keeps a record of all working hours and distinguishes between regular working hours and overtime hours.

A regular working week shall not exceed 48 hours per week in accordance with the ILO Hours of Work Convention. In the event of recorded working hours consistently exceeding 48 hours per week, the Supplier is required to have a time-bound action plan for reducing working hours.

The Supplier shall establish regular weekly work schedules and inform employees of such schedules in advance.

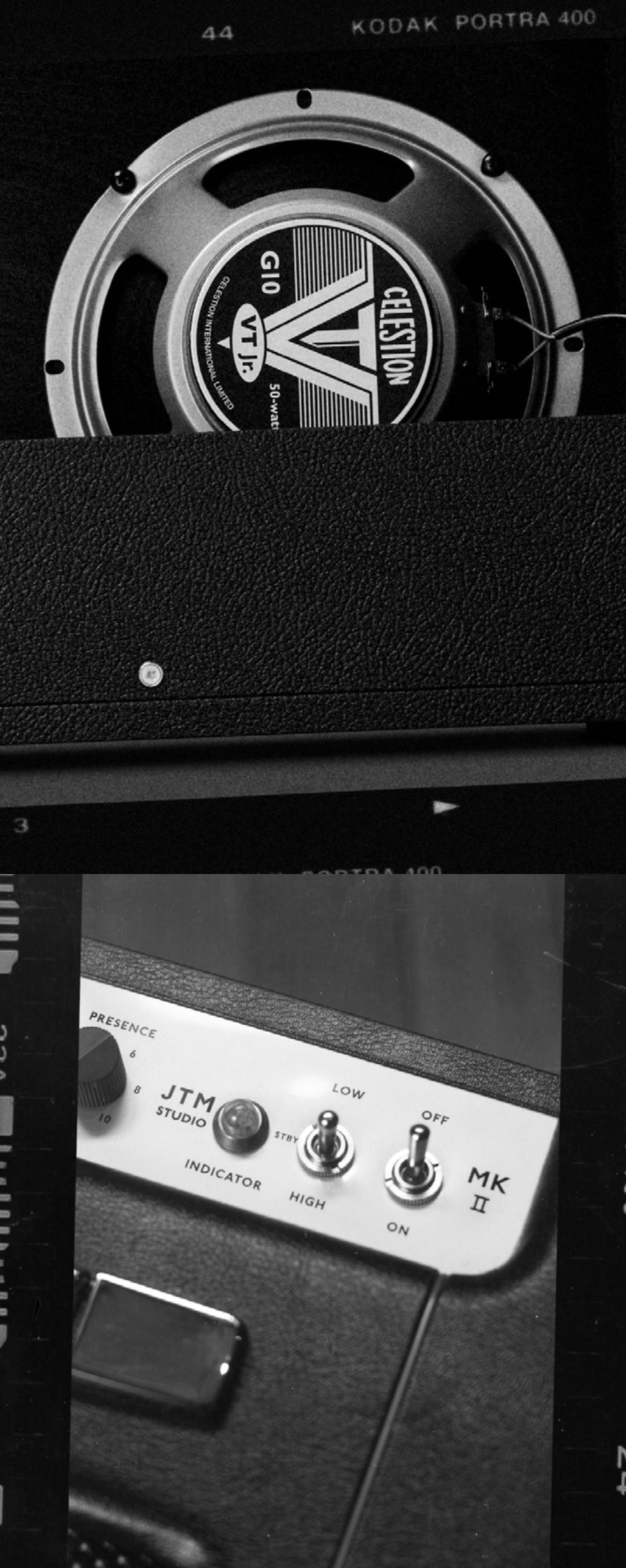
**RBA REQUIREMENT:**

**4) Wages and Benefits**

Compensation paid to employees shall comply will all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All employees shall receive equal pay for equal work and qualifications. Employees shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, employees shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labour shall be within the limits of the local law.

**4.1 Marshall addendum:**

The Supplier should conduct an analysis based on ILO approved living wage standards to map potential gaps and demonstrate a strategy to advance wages and show progress over time.



The Supplier shall ensure that employees are granted and correctly compensated for holidays and legally entitled paid leave including but not limited to parental leave and sick leave.

**RBA REQUIREMENT:**

**5) Non-Discrimination/ Non-Harassment/ Humane Treatment**

Suppliers shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of employees; nor is there to be the threat of any such treatment. Companies shall not engage in discrimination or harassment based on race, colour, age, gender, sexual orientation, gender identity or expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards and access to training. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to employees. Employees shall be provided with reasonable accommodation for religious practices and disability. In addition, employees or potential employees should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

**RBA REQUIREMENT:**

**6) Freedom of Association and Collective Bargaining**

Open communication and direct engagement between employees and management are the most effective ways to resolve workplace and compensation issues. Employees and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. In alignment with these principles, Suppliers shall respect the right of all employees to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of employees to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, employees shall be allowed to elect and join alternate lawful forms of employee representations.

**6.1 Marshall addendum:**

The Supplier shall provide trade union representatives/ worker representatives with all relevant information required for meaningful bargaining in the context of bona fide negotiations. Suppliers are prohibited from interfering in the actions of trade unions.

# B) HEALTH AND SAFETY

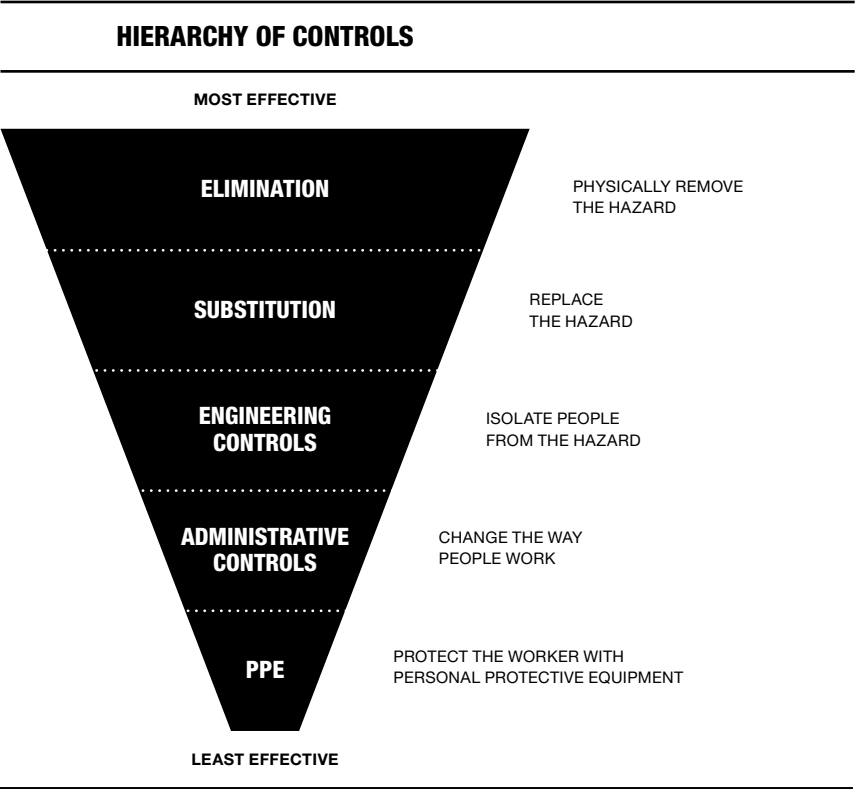
Suppliers recognise that in addition to minimising the incidence of work-related injuries and illnesses, a safe and healthy working environment enhances the quality of products and services, consistency of production and employee retention and morale. Suppliers also recognise that ongoing employee input and education are essential to identifying and addressing health and safety issues in the workplace.

The health and safety standards are as follows:

**RBA REQUIREMENT:**  
**1) Occupational Health and Safety**

Employee potential for exposure to health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards etc) shall be identified and assessed, mitigated using the Hierarchy of Controls. Where hazards cannot be adequately controlled by these means, employees shall be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards. Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

**1.1 Marshall addendum:**  
Appropriate personal protection equipment shall be provided for all employees, taking special consideration of the needs of pregnant and nursing mothers.



A logical and effective strategy for reducing the level of risk is the Hierarchy of Controls, which provides guidance to both employers and employees. Its principles are illustrated above. Measures at the top of the triangle are more effective than those at the bottom and should thus be preferred wherever possible.



**RBA REQUIREMENT:**

**2) Emergency Preparedness**

Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, employee training, and drills. Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

**RBA REQUIREMENT:**

**3) Occupational Injury and Illness**

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions to encourage employee reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases, and implement corrective actions to eliminate their causes, and facilitate the return of the employees to work. Suppliers shall allow employees to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

**RBA REQUIREMENT:**

**4) Industrial Hygiene**

Employees exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately controlled, employees shall be provided with and use appropriate, well- maintained, personal protective equipment free of charge. Suppliers shall provide employees with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of employees’ health and working environments. Subsuppliers shall provide occupational health monitoring to routinely evaluate if employees’ health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

**RBA REQUIREMENT:**

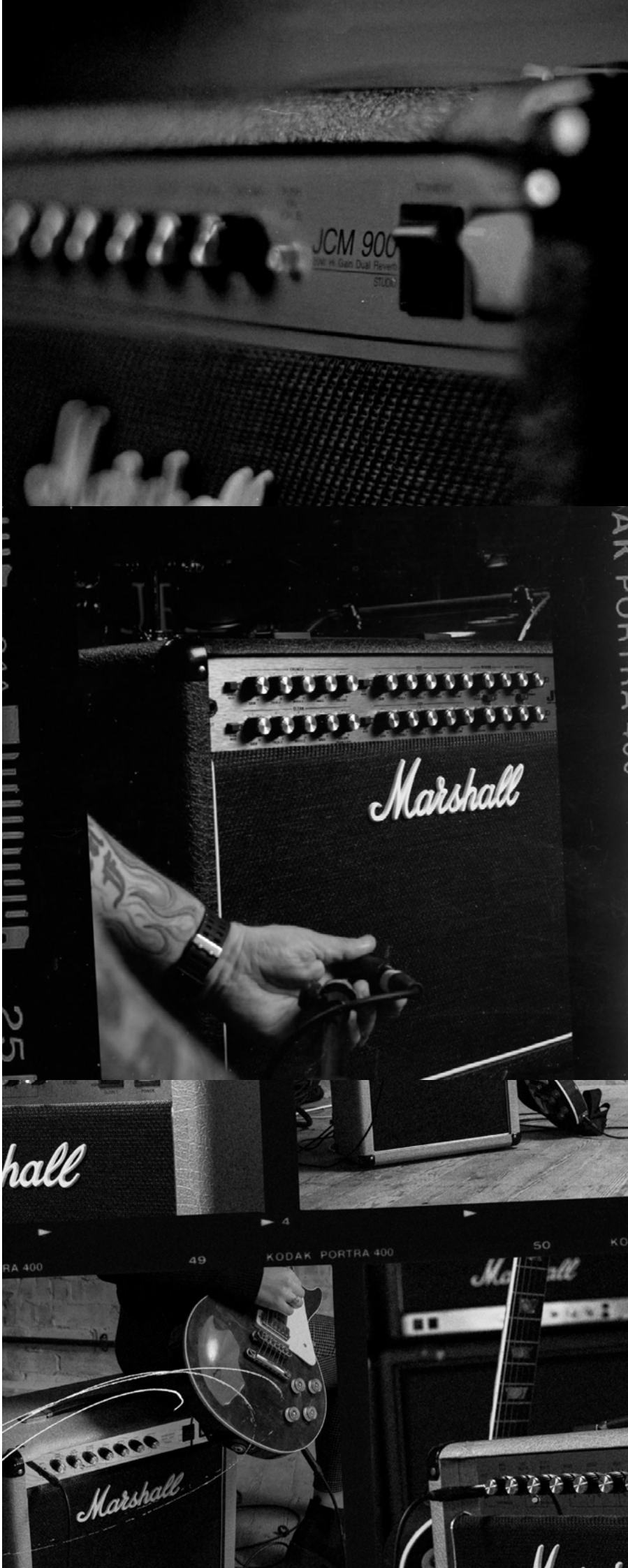
**5) Physically Demanding Work**

Employees exposure to the hazards of physically demanding tasks, including manual material handling and heavy and repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks shall be identified, evaluated and controlled.

**RBA REQUIREMENT:**

**6) Machine Safeguarding**

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks, and barriers shall be provided and properly maintained where machinery presents an injury hazard to employees.



**RBA REQUIREMENT:**

**7) Sanitation, Food and Housing**

Employees shall be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage and eating facilities. Employee dormitories provided by the Supplier, or a labour agent shall be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, and adequate conditioned ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

**7.1 Marshall addendum:**

The Supplier shall ensure adequate access to safe toilet facilities that meet basic hygiene needs such as clean water, soap, and disposal methods for feminine hygiene products.

**RBA REQUIREMENT:**

**8) Health and Safety Communication**

Suppliers shall provide employees with appropriate workplace health and safety information and training in the language of the employee or in a language the employee can understand for all identified workplace hazards that employees are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by employees. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be encouraged to raise any health and safety concerns without retaliation.

**8.1 Marshall addendum:**

The Supplier shall ensure that employees have knowledge of accidents and near accidents, understand the importance of preventive work and corrective actions and practice it in their daily work.

The Supplier shall ensure that Marshall receive information in case of crises situations related to factories producing products for Marshall according to “Marshall Group Crises Procedure for Suppliers”.

# C) ENVIRONMENT

Across all business functions, Suppliers recognize that environmental responsibility is integral to producing world-class products. Suppliers shall identify their environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding public health and safety.

**RBA REQUIREMENT:**  
**1) Environmental Permits and Reporting**

All required environmental permits (e.g. discharge monitoring), approvals, and registrations shall be obtained, maintained, and kept current, and their operational and reporting requirements shall be followed.

**RBA REQUIREMENT:**  
**2) Pollution Prevention and Resource Conservation**

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

**RBA REQUIREMENT:**  
**3) Hazardous substances**

Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labelled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. Hazardous waste data shall be tracked and documented.

**RBA REQUIREMENT:**  
**4)Solid Waste**

Suppliers shall implement a systemic approach to identify, manage, reduce, and responsibly dispose or recycle solid waste (non-hazardous). Waste data shall be tracked and documented.

**4.1 Marshall addendum:**  
The Supplier shall only use recycling services from providers that have established environmental management systems that are certified according to ISO 14001, EMAS or similar standards.

The Supplier shall minimise the amount of waste sent to landfill, including setting landfill diverting targets, keeping track of and documenting diverting zero waste targets, and documenting progress. Data on waste shall be shared with Marshall upon request.

**RBA REQUIREMENT**  
**5) Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated



as required prior to discharge. Ozone-depleting substances shall be effectively managed in accordance to the Montreal Protocol and applicable regulations. Suppliers shall conduct routine monitoring of the performance of their air emission control systems.

**5.1 Marshall addendum:**

The Supplier shall set emissions targets for specified airborne pollutants, keep track of and document progress. The Supplier shall also provide information about total emissions per facility and product level upon request.

**RBA REQUIREMENT:**

**6) Materials Restrictions**

Suppliers shall adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing including labelling for recycling and disposal.

**6.1 Marshall addendum:**

The Supplier shall ensure to supply products and materials to Marshall in line with the latest version of the "Restricted Substances List of Marshall Group AB".

The Supplier shall commit to develop more environmentally friendly, circular and socially responsible products together with Marshall, including but not limited to, communicating to Marshall choices and changes regarding materials, design and production methods from a sustainability perspective. The Supplier should adopt practices that foster a circular economy by prioritising and incorporating recyclable materials where possible, designing products for durability, provide technical support, and reducing waste throughout the product lifecycle.

The Supplier shall provide detailed and updated information regarding Marshall products' material composition, such as materials content, weight, recycled and bio-based content in the Bill of Materials.

**RBA REQUIREMENT:**

**7) Water Management**

Suppliers shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seek opportunities to conserve water; and controls channels of contamination. All wastewater shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

**7.1 Marshall addendum:**

The Supplier shall set water consumption targets, and keep track and document progress. They shall also provide information regarding total water consumption per facility and product level upon request.

**RBA REQUIREMENT:**

**8) Energy consumption and Greenhouse Gas Emissions**

Suppliers shall establish and report against an absolute corporate-wide greenhouse gas reduction goal. Energy consumption and all Scopes 1,2 and significant categories of Scope 3 greenhouse gas emissions (ghg) shall be

tracked, documented, and publicly reported. Suppliers shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

**8.1 Marshall addendum:**

The Supplier should have its green house gas goals verified by the Science Based Targets initiative, including a plan for the Supplier to reach net-zero GHG emissions in alignment with the 1,5 degrees Celsius target as presented by the UNFCCC Paris Agreement. The Supplier shall, upon request, provide detailed information regarding Scope 1, 2 and 3 greenhouse gases emissions if not publicly available.

Upon request, the Supplier providing final products, materials, components, or services used in finished goods or services sold by Marshall shall assist Marshall with all data needed to evaluate its environmental impacts, including the provision of all necessary data to assess Life Cycle Assessments (LCAs).

The Supplier shall set energy reduction and renewable energy goals, track progress, and implement necessary measures to reduce energy usage and accelerate the transition to the use of renewable energy sources. Upon request, the Supplier shall provide information regarding total energy consumption per facility and product level.

**9) ADDITIONAL MARSHALL REQUIREMENTS**

**Biodiversity**

The Supplier should assess their impact on biodiversity across the entire value chain and take a zero-harm approach by avoiding activities that endanger ecosystems. The Supplier should also undertake to set clear, measurable goals for how they intend to reduce their negative impact on biodiversity and contribute to restoring ecosystems, including the restoration of natural environments and investing in nature-based solutions.

The Supplier should implement adequate policies, due diligence, risk awareness, risk assessment and risk mitigation processes regarding commodities associated with elevated risk of causing deforestation throughout its supply network.





# D) ETHICS

To meet social responsibilities and to achieve success in the marketplace, the Supplier and their agents shall uphold the highest standards of ethics including the following:

**RBA REQUIREMENT:**  
**1) Business Integrity**

The highest standards of integrity shall be upheld in all business interactions. Suppliers shall have a zero-tolerance policy to prohibit any forms of bribery, corruption, extortion, and embezzlement.

**RBA REQUIREMENT:**  
**2) No Improper Advantage**

Bribes and other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving, or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring, record keeping and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

**RBA REQUIREMENT:**  
**3) Disclosure of information**

All business dealings shall be transparently performed and accurately reflected on the Supplier’s business books and records. Information regarding the Supplier’s labour, health and safety, environmental practices, business activities, structure, financial situation, and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

**RBA REQUIREMENT:**  
**4) Intellectual Property**

Intellectual property rights shall be respected. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights, and customer and Supplier information shall be safeguarded.

**RBA REQUIREMENT:**  
**5) Fair Business, Advertising and Competition**

Standards of fair business, advertising, and competition shall be upheld.

**RBA REQUIREMENT:**  
**6) Protection of Identity and Non-Retaliation**

Programs that ensure the confidentiality, anonymity, and protection of Supplier and employee whistleblowers shall be maintained, unless prohibited by law. Suppliers shall have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

**RBA REQUIREMENT:**

**7) Responsible Sourcing of Minerals**

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold and cobalt in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organization for Economic Co-Operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

**7.1 Marshall addendum:**

The Supplier shall have or establish effective due diligence processes, in line with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, when sourcing raw materials including, but not limited to tin, tantalum, tungsten, and gold used in products and goods to be delivered to Marshall. The Supplier shall upon request from Marshall respond to applicable questionnaires, submit a valid CMRT (Conflict Minerals Reporting Template) and/or EMRT (Extended Mineral Reporting Template) and/or AMRT (Additional Mineral Reporting Template) report. Suppliers shall comply with all applicable laws, regulations, and as well as Marshall's High-Risk Minerals Policy.

**RBA REQUIREMENT:**

**8) Privacy**

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including Subsuppliers, customers, consumers, and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

**9) ADDITIONAL MARSHALL REQUIREMENTS:**

**9.1 Land Rights**

If the operations of the Supplier require land-use, for example for the expansion of facilities, the land rights of affected communities must be respected. This shall be done through dialogue and consultation with local communities, indigenous people and other affected stakeholders. Community engagement must be carried out in an inclusive, equitable, culturally appropriate, gender-sensitive and rights-compatible manner.

**9.2 Responsible AI**

Suppliers that develop or systematically work with Artificial Intelligence, Machine Learning, Autonomous and Intelligent Systems or similar technologies (collectively “AI”) for or with Marshall, are required to ensure that the technology is trustworthy and developed in accordance with applicable laws and regulations and with globally recognised ethics standards that address potential adverse impacts on human rights.

<sup>1</sup> Whistleblower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.



# E) MANAGEMENT SYSTEMS

The Supplier shall adopt or establish a management system with a scope that reflects the content of the Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier’s operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to the Code. It shall also facilitate continual improvement.

**Required certifications (ISO or equivalent approved by Marshall for manufacturing Suppliers:**

Standard	Final assembly Supplier's product and packaging	Other Suppliers
ISO 9001	Shall	Should
ISO 14001	Shall	Should
ISO 45001	Shall	Should

The management system shall contain the following elements:

**RBA REQUIREMENT:**  
**1) Company Commitment**

Suppliers shall establish human rights, health and safety, environmental and ethics policy statements affirming Supplier’s commitment to due diligence and continual improvement, endorsed by executive management. Policy statements shall be made public and communicated to employees in a language they understand via accessible channels.

**RBA REQUIREMENT:**  
**2) Management Accountability and Responsibility**

Suppliers shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management systems on a regular basis.

**RBA REQUIREMENT:**  
**3) Legal and Customer Requirements**

Suppliers shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

**RBA REQUIREMENT:**  
**4) Risk Assessment and Risk Management**

Suppliers shall adopt or establish a process to identify the legal compliance, environmental, health and safety , labour practices and ethics risks, including the risk of severe human rights and environmental impacts, associated with the Supplier’s operations. Suppliers shall determine the relative significance for each risk and implement appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.



**RBA REQUIREMENT:**  
**5) Improvement Objectives**

Suppliers shall establish written performance objectives, targets and implementation plans to improve the Supplier’s social, environmental, and health and safety performance, including a periodic assessment of Supplier’s performance in achieving these objectives.

**RBA REQUIREMENT:**  
**6) Training**

The Supplier shall establish programmes for training managers and employees to implement the Supplier’s policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

**RBA REQUIREMENT:**  
**7) Communication**

Suppliers shall establish a process for communicating clear and accurate information about the Supplier’s policies, practices, expectations, and performance to employees, Subsuppliers, and customers.

**RBA REQUIREMENT:**  
**8) Employees/ Stakeholder Engagement and Access to Remedy**

Suppliers shall establish processes for ongoing two-way communication with employees, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by this Code, and to foster continuous improvement. Employees shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

**RBA REQUIREMENT:**  
**9) Audits and Assessments**

Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility.

**9.1 Marshall Addendum:**  
The Supplier shall permit Marshall Group, or third parties authorized by Marshall Group, to periodically audit and assess Suppliers, their subcontractors, and next tier Subsuppliers’ facilities and operations. Moreover, Marshall has the right to carry out unannounced audits if Marshall deems it necessary. This included permission to conduct interviews and access documents and records related to the Code.

**RBA REQUIREMENT:**  
**10) Corrective Action Plans**

Suppliers shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.



**RBA REQUIREMENT:**  
**11) Documentation and Records**

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity requirements along with appropriate confidentiality to protect privacy.

**RBA REQUIREMENT:**  
**12) Supplier Responsibility**

Suppliers shall establish a process to communicate Code requirements to Subsuppliers and to monitor Subsuppliers' compliance to the Code.

**12.1 Marshall addendum:**  
The Supplier shall provide Marshall upon request with the name and location of subsidiaries, partners, Subsuppliers and subcontractors of goods and services related to Marshall products.

<sup>2</sup> Areas to be included in a risk assessment for environmental health and safety are production areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/ cafeteria and employee housing/ dormitories.

# REFERENCES

The following references were used in the preparation of the Code and may be useful sources of additional information.

**STANDARDS AND CONVENTIONS:**

- ILO Fundamental Conventions
- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No.87)
- Right to Organise and Collective Bargaining Convention, 1949 (No.98)
- Forced Labour Convention, 1930 (No.29)
- Abolition of Forced Labour Convention, 1957 (No.105)
- Minimum Age Convention, 1973 (No. 138)
- Worst Forms of Child Labour Convention, 1999 (No.182)
- Equal Remuneration Convention, 1999 (No.100)
- Discrimination (Employment and Occupation) Convention, 1958 (No.111)
- Occupational Safety and Health Convention, 1981 (No.155) and the Promotional Framework, 2006, No.187)
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
- OECD Guidelines for Multinational Enterprises
- United Nations (UN) Guiding Principles on Business and Human Rights
- Universal Declaration of Human Rights
- United Nations Convention Against Corruption
- United Nations Convention on the Rights of the Child
- United Nations Convention on the Elimination of All Forms of Discrimination Against Women
- Centre for Biological Diversity (CBD)
- World Conservation Union (IUCN)
- Greenhouse Gas Protocol Corporate Standard
- UNFCCC Paris Agreement
- Science Base Targets Initiative
- EU’s Waste Framework Directive
- United Nations Global Compact
- AI: EU Ethics Guidelines for Trustworthy AI
- IEEE Standards on Ethically Aligned Design

**OTHER USEFUL REFERENCES:**

- Responsible Business Alliance
- Dodd-Frank Wall Street Reform and Consumer Protection Act
- Eco Management & Audit System
- Ethical Trading Initiative
- ILO Code of Practice in Safety and Health
- ISO 9001
- ISO 14001 and related standards- Environment management
- ISO 45001:20018- Occupational health and safety management systems
- National Fire Protection Association
- Social Accountability International (SAI) SA 8000
- United States Federal Acquisition Regulation

# ABOUT THE CODE

## OWNERSHIP

The CEO of Marshall Group AB has ownership of the policy and performs regular content and compliance reviews.

## UPDATES AND REVIEWS

This policy shall be reviewed and updated every three years or as needed based on the recommendations of Marshall’s VP of Sustainability.

**Contact:** malena.heed@marshall.com

## REVIEW AND UPDATE HISTORY

VERSION	DESCRIPTION OF CHANGES:	APPROVED DATE

By signing the Supplier Code, the Supplier confirms that the Supplier has reviewed and fully understands the Supplier Code. The Supplier Code shall be in effect during the time the Supplier produces or otherwise handles goods or perform services for Marshall Group and may not be terminated by the Supplier or otherwise amended without Marshall Groups’ written approval.

DATE	COMPANY	ADDRESS, DUNS NR
NAME AND POSITION	SIGNATURE	

Marshall



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