



Stora Enso Supplier Code of Conduct

January 2021



Introduction

Stora Enso is committed to managing and developing its business in a responsible and sustainable manner throughout the value chain. The Stora Enso Code is a single set of values for all Stora Enso employees, and its principles are translated into requirements for Stora Enso's suppliers in this Supplier Code of Conduct. With an extensive global supplier base, these requirements present us with an opportunity to truly drive change in the world.

We promote an open dialogue with all our suppliers and work together with them to help them meet our requirements.

This Supplier Code of Conduct (SCoC) outlines minimum standards for our suppliers in addition to applicable laws and regulations, and it forms an integral part of all contracts

between the Supplier and Stora Enso. If there are differences between the requirements of laws and regulation and this SCoC, or between the Supplier's own code of conduct and this SCoC, the Supplier must adhere to whatever is stricter. The most recent version of this Supplier Code of Conduct is available at www.storaenso.com.

To support the implementation and interpretation of this SCoC, further guidance and definitions are available in our Practical Guidance for Suppliers, which includes links to and from the Stora Enso Code. The most recent version of the Practical Guidance for Suppliers is available at www.storaenso.com. There may also be extended requirements beyond this SCoC for certain sourcing categories.

Definitions

A "Supplier" is any individual or legal entity that provides Stora Enso with goods and/or services, or one that provides goods and/or services on behalf of Stora Enso. In addition to Suppliers who have a direct contractual relationship with Stora Enso, this definition also includes the Suppliers' sub-suppliers and sub-contractors.

"Stora Enso Representatives" include Stora Enso's employees and legal representatives.

General obligations

The Supplier must:

- Comply with all applicable laws and regulations.
- Demonstrate its commitment to and compliance with the requirements of this SCoC or its own equivalent code of conduct, as well as all other relevant and applicable laws and regulations, through adequate management systems, policies and guidelines, effective risk management, trainings, and the allocation of sufficient resources. The measures should be appropriate to the size and nature of the Supplier's operations.
- Ensure that its own suppliers and sub-suppliers comply with the requirements of this SCoC or their own equivalent codes of conduct and take full responsibility for the work of the sub-supplier.
- Ensure that its employees, its sub-suppliers, local communities, and other relevant stakeholders have access to grievance channels to anonymously voice their concerns about potential misconduct related to the requirements of this SCoC. The Supplier must also have processes in place to address these concerns and remedy any confirmed cases.
- Maintain transparent and accurate books and records to demonstrate compliance with the requirements of this SCoC and applicable laws and regulations.



In addition to acting in full compliance with all applicable permits, laws, and regulations, the Supplier must meet the following requirements.

Responsible business

The Supplier must:

- Have zero tolerance for corruption in all its forms and never pay, accept, or mediate bribes, facilitation payments, or kickbacks.
- Avoid excessive business entertainment that could inappropriately affect the outcome of business decisions.
- Not pay for the travel or accommodation costs of Stora Enso Representatives when they are visiting the Supplier, nor offer them gifts, hospitality, or entertainment, except moderate catering in direct connection with business events.
- Without setting aside its legitimate business interest, prevent conflict of interest situations for the Supplier and its employees. Any such potential conflicts of interest shall be reported to Stora Enso.
- Never participate in money laundering or the financing of terrorist or criminal activities, and comply with applicable trade sanction programmes. This requires conducting careful due diligence before selecting a business partner.
- Compete fairly and in compliance with all applicable antitrust and competition laws by, for example, not agreeing on price fixing, output levels, market sharing, or customer allocations and not sharing competitively sensitive information.
- Comply with relevant data privacy legislation and other related regulation.

- Protect entrusted confidential and sensitive information with due care and ensure the cyber security of its operations by understanding risks and implementing sufficient controls.
- Have an appropriate business continuity plan in order to mitigate the impacts of potential exposure to terrorism, crime, business threats, pandemics, natural disasters, and relevant major accidents.
- Act in compliance with all rules and regulations related to product safety as well as quality and due diligence requirements for all goods, such as equipment, articles, chemicals, and services delivered, including rules defined by Stora Enso when applicable.
- Not use or benefit from any forms of involuntary labour or debt bondage, including withholding passports or other documents of employees.
- Follow ethical recruitment practices and ensure any recruitment agency working on behalf of the Supplier does the same. Employees must have written contracts for employment and must not be charged any recruitment fees.
- Fully recognise employees' right to organise, to form and join (or not join) a union, and bargain collectively. If (private) unions are not allowed, the Supplier must support other forms of employee representation.
- Pay employees at least the national minimum wage while recognising the right of its employees to reasonable remuneration. Overtime must be compensated at a premium rate or as defined in national legislation. Wages and overtime compensation must be paid regularly and directly to the employee.

Occupational health and safety (OHS)

The Supplier must:

- Comply with all applicable OHS and hygiene requirements defined by Stora Enso and ensure a safe and healthy working environment for its employees, visitors, and any sub-contractors working on its behalf. Any housing provided by the Supplier must be safe, comfortable, and healthy.
- Assign responsibility for OHS issues within its organisation.
- Take measures, including appropriate controls, work procedures, workplace inspections, emergency plans, and providing safety equipment, to prevent workplace hazards and accidents.
- Monitor and keep records of its OHS performance and hazards, and report and investigate all OHS-related incidents.
- Ensure that its personnel have received appropriate OHS training, strive to increase its employees' and sub-contractors' awareness of health and safety issues, and enhance safety culture through open communications.
- Apply normal working hours that comply with applicable laws and collective agreements. Where no such regulation exists, working hours shall not exceed 48 hours (or 60 hours, including overtime) per working week on a regular basis. Overtime must be voluntary unless exceptions are allowed in collective or similar agreements.
- Provide all employees with at least 24 consecutive hours of rest in every seven-day period.
- Allow employees to freely enter and leave their workplace and any housing provided by the Supplier.

Supporting and engaging with communities

The Supplier must:

- Strive to contribute to the positive social and economic development of the communities impacted by its operations, and minimise any negative impacts of its operations on those communities.
- Strive to engage in meaningful dialogue with impacted communities.

Human and labour rights

The Supplier must:

- Respect all human rights and conduct human rights due diligence to avoid and address potential adverse impacts.
- Provide equal opportunities to all its employees and not discriminate against anyone based on ethnicity, gender, disabilities, sexual orientation, religious or political beliefs, or other such characteristics.
- Not allow any physical, psychological, verbal, or sexual harassment or abuse towards any employee.
- Not employ any workers below 15 years or the legal national minimum age, whichever is higher (in line with the ILO Convention 138 on child labour). If child labour is found, the Supplier must take action in the best interest of the child.
- Ensure that employing young people above minimum age but under 18 years does not jeopardise their education, health, safety, or morals.

Protecting the environment

The Supplier must:

- Use resources efficiently and ensure adequate operational control minimising adverse environmental impacts. Depending on industry, operational controls can cover topics such as emissions and energy use; water use and water effluents; raw materials; pollution; and the storage and handling of chemicals, hazardous materials, and waste.
- Actively monitor, report, and strive to reduce greenhouse gas emissions from its operations and value chain.
- Strive to promote and improve circularity in its business models, product design, and operations.
- Understand the connections that its business may have on impacts on biodiversity and, as relevant, act to safeguard biodiversity.

- Assign responsibility for environmental issues within its organisation and ensure that its employees have appropriate know-how and resources related to controlling environmental issues.
- Proactively work to prevent environmental incidents and ensure the capacity to react appropriately to such events with suitable preventive and corrective measures.
- Handle environmental violations and complaints systematically and communicate them to concerned parties, including Stora Enso if affected.
- If requested by Stora Enso, provide environmental performance data as input for environmental assessments, product life cycle assessments, and/or product declarations and labels.

Monitoring

The Supplier must allow Stora Enso, or a third party authorised by Stora Enso, to verify compliance with the requirements of this SCoC through dialogue, disclosure of information or, if considered necessary by Stora Enso, an audit of the Supplier's operations. Any such audit shall take into consideration the Supplier's interest in undisturbed operations and not be in conflict with the Supplier's statutory and contractual obligations.

If Stora Enso finds that the Supplier is not acting in compliance with this SCoC, Stora Enso will specify which issues need to be corrected or improved. The Supplier must then take corrective actions promptly and provide adequate evidence of improvements. Stora Enso nevertheless reserves the right to cancel outstanding orders, suspend future orders, and/or terminate the main contract with the Supplier in case of a material breach of this SCoC or the Supplier refusing to take corrective actions.

Should the main contract between Stora Enso and the Supplier, to which this SCoC forms an integral part (as an Appendix or by reference), contain separate termination rules, it is nevertheless understood by both parties that a breach of this SCoC may be considered a material breach of the main contract, thus entitling Stora Enso to terminate the main contract.



The Supplier must immediately report any non-compliance with this SCoC to Stora Enso.

The Supplier and any of its employees may report their concerns confidentially to:

Stora Enso's grievance channel – Speak Up Hotline:
www.storaenso.com/speak-up