

# Vaisala Partner Code of Conduct

## 1 Introduction

### 1.1 Vaisala values and expectations

Vaisala is committed to fostering sustainable growth and global leadership across all our business endeavors in weather, environmental, and industrial measurements. Aligned with our mission, 'Taking every measure for the Planet,' we persist in our efforts to seek solutions and take actions to help advance this mission and provide for a sustainable future. The relationship between Vaisala and our Partners (as defined below) is an important component for building sustainable business success. In this respect, this Vaisala Partner Code of Conduct ("Code") serves as a minimum standard of best practices to which our Partners are committed. Our Partners agree to adhere to this Code without exception and to integrate its ethical principles into all aspects of their operations and business, contributing to a shared commitment to sustainability, integrity, and responsible business practices. Further, our Partners are competent and strive for continuous improvement in quality, cost control, innovation, reliability, and sustainability. For the purpose of this Code, our Partners shall include all partners, suppliers, sub-contractors, distributors, resellers, and any company with which Vaisala enters into a partnership agreement.

We reserve the right to enforce compliance with this Code through ongoing monitoring and audits. Any non-compliance by our Partners may result in breach of their contractual obligations, which could entail termination of their business relationship with Vaisala.

Partners shall have their own Supplier Code or similar policy that covers equivalent principles and requirements as this Code for their own business partners (suppliers, subcontractors, partners, and associates) ("Business Partners"). Partners shall ensure that their Business Partners comply with such principles and requirements, and actively monitor their Business Partners compliance with the requirements.

This Code may be amended periodically in accordance with information provided by Vaisala. The most recent version of the Code is always available on Vaisala's website at [Vaisala.com](https://www.vaisala.com).

### 1.2 Compliance with laws and respect for human rights

Partners abide by all applicable international and national laws, directives, and regulations. In the rare instance that any section of this Code conflicts with applicable laws, the affected Partner should follow applicable laws while striving to meet the principles of this Code to the extent possible. If local customs contradict the Code, our Partner should prioritize following the Code. Our Partners share Vaisala's commitment to Human Rights and particularly treating people with respect and dignity, encouraging diversity, remaining receptive to diverse opinions, promoting equal opportunity for all, and fostering an inclusive and ethical culture, all in accordance with Universal Declaration of Human Rights, the International Bill of Human Rights and the core International Labor Organization (ILO) Conventions. Partners are expected to conduct human rights due diligence to avoid and address potential adverse impacts in accordance with the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. Partners also provide fair working and labor conditions, including the following:

- adhering to all applicable laws governing working hours, minimum wages, overtime pay, sufficient breaks and rest time, sick leave, annual holidays, parental leave, and mandatory benefits such as social security;
- keeping appropriate and accurate employment records;
- ensuring that all employees are fully aware of the terms of their employment prior to their commitment to work;

- adhering to the prohibition of employing workers younger than 15 years of age, with the exceptions as defined in the ILO Minimum Age Convention. If child labor is found, the Partner must take action in the best interest of the child;
- protecting workers of ages 15 - 17 from work which, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety, or moral well-being. Additionally, establishing systems and/or protocols to ensure fulfilment of these requirements while conducting regular follow-ups;
- ensuring that none of the labor, including temporary agency workers, used by the Partner or Partner's subcontractors are subject to any form of forced labor, human trafficking or any form of involuntary labor or debt bondage, including withholding passports or other documents of employees. All recruitment agencies or temporary worker agencies acting on behalf of the Partner must adhere to the same;
- ensuring that human trafficking does not occur in their operations;
- providing all employees with at least 24 consecutive hours of rest in every seven-day period;
- providing equal opportunity and treatment in employment, without regard to race, color, religion, sex, political opinion, national origin, social background, or any other similar distinction unrelated to the inherent requirements of the job;
- upholding a zero-tolerance policy towards any form of employee harassment whether direct, indirect, physical, or verbal; and
- recognizing and respecting employees' fundamental right to freely organize and engage in collective bargaining.

### 1.3 Responsible sourcing of minerals

Partners responsibly source all minerals. Regarding tin, tantalum, tungsten, or gold ("Conflict Minerals"), Partners adhere to all applicable laws related to Conflict Minerals. If and when supplying Conflict Minerals, Partners establish systems and processes for responsible purchasing and sourcing of these minerals by considering the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Partners are expected to conduct human rights due diligence to avoid and address potential adverse impacts. They ensure that they neither, directly, or indirectly, finance nor provide any benefit to armed groups that are perpetrators of human rights violations, and at a minimum require the same from their next tier suppliers and partners.

## 2 People conduct

### 2.1 Equal treatment

Partners are committed to fostering a positive and inclusive work environment, promoting equality, respect, diversity, and inclusion. They ensure equal opportunities, rights, and fair treatment for all employees, unequivocally prohibiting harassment, or bullying based on, but not limited to, race, national origin, religion, gender, age, sexual orientation, disability, or marital status.

### 2.2 Prioritizing occupational health and safety

Partners prioritize the health and safety of their employees and comply with applicable laws and regulations. Safety is a shared responsibility, and Partners encourage incident reporting and hazard identification. Partners provide employees a healthy and safe environment to work ensuring, at a minimum, that adequate procedures are established for

preventing and managing emergencies and occupational hazards, and that employees have reasonable access to potable water, sanitary facilities, adequate ventilation, and lighting.

## 3 Business practices, ethics and compliance

While conducting business with Vaisala and Vaisala customers, Partners comply with applicable laws and regulations while conducting their business practices and activities with integrity, fairness, respect and in an ethically sound manner.

### 3.1 Environment

Partners are committed to environmental protection and sustainability. They adhere to environmental laws and regulations and minimize their environmental impact by reducing emissions, pollution, and waste generation. Furthermore, the Supplier will adhere to applicable laws, regulations and Vaisala requirements regarding prohibition or restriction of specific substances. Partners actively consider the environmental consequences of their operations and suggest ways to improve sustainability practices. They continuously work on lowering their environmental impact through measures such as enhancing energy efficiency, adopting renewable energy sources, and implementing waste reduction strategies. Upon request, Partners shall report their environmental impacts, including GHG emission, to Vaisala. This should be done via an agreed methodology and include third-party verification, where required by Vaisala. Furthermore, Partners have a structured approach to managing their environmental responsibilities, which may include the establishment of an environmental management system if appropriate. Together, we aim to promote a more sustainable future.

### 3.2 Financial records

Our Partners maintain accurate and comprehensive financial records, ensuring compliance with applicable laws and regulations. All records, regardless of the format, made or received as evidence of the business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

### 3.3 Handling of conflicts of interest

Our Partners ensure that their interactions with Vaisala employees do not create conflicts of interest or the appearance thereof. Any such conflicts or potential conflicts must be promptly disclosed to Vaisala. Additionally, our Partners promptly inform Vaisala if any Vaisala employee or their immediate family member has a significant financial or other interest in their organization, holds a managerial position within their organization, or is employed by them. This transparency promotes the integrity in the relationship between Partner and Vaisala, ensuring that all parties act in the best interests of the partnership.

### 3.4 Competition

Our Partners support fair competition, strictly adhere to competition laws, and condemn any involvement in anti-competitive practices. For example, our Partners have not and shall not enter into any agreements with its competitors to increase prices, restrict the availability of products, or undermine fair competition. They do not condone or support commercial conditions that could be characterized as excessive, discriminatory or loyalty-inducing, or otherwise abusing their position. Partners enable access to essential technology and infrastructure.

### 3.5 Zero-tolerance policy towards corruption

At Vaisala, we maintain a zero-tolerance policy towards bribery and corruption. Our Partners uphold the same high standards and maintain robust standards and procedures to prevent their directors, employees, and representatives

from engaging in any form of bribery or corruption. These prohibitions extend to activities aimed at securing new business, maintaining existing relationships, or gaining unfair advantages. Furthermore, our Partners are prohibited from offering gifts or hospitality to Vaisala employees in situations where such gestures could potentially influence, or even create the appearance of influencing, our employees' decisions related to our Partners.

### 3.6 Trade compliance

Our Partners' business practices are in compliance with all applicable national laws, directives and regulations governing the import, export or re-export of parts, components, and technical data to and from the Partner's jurisdiction. This includes compliance with other foreign trade controls and/or other trade and economic sanctions or restrictions from the United States of America, the European Union or from international trade organizations. Partners shall never participate in money laundering or the financing of terrorist or criminal activities.

Our Partners provide truthful, accurate and regularly updated information (including the collection of signed Commodity Export Classification Certificates ("CECC") and apply for and obtain export licenses, permits and/or other consents required, where necessary for the export of products from one country to another.

If any Partner, its owners, directors, officers, or representatives become subject to these sanctions or are under investigation for sanctions compliance, or if any products, software, or technology the Partner supplies to Vaisala are subject to export controls or licensing requirements, the Partner must promptly inform Vaisala.

## 4 Protection of information

### 4.1 Confidential or proprietary information

Our Partners handle sensitive information - confidential, proprietary, and personal – with utmost care. The information should only be utilized for its intended business purposes unless prior authorization is obtained from the information owner. Moreover, regarding proprietary information, our Partners adhere to all applicable laws governing intellectual property rights, ensuring protection against infringement of patents, copyrights, and trademarks.

### 4.2 Information security

Our Partners safeguard the confidential and proprietary information of others, including personal data, from unauthorized access, destruction, misuses, modification, and disclosure. This entails implementing appropriate technical, physical, organization, and electronic security measures. These measures are periodically reviewed and updated to ensure alignment with industry standards at all times, at a minimum.

### 4.3 Protection of personal data

Our Partners and their subcontractors, suppliers, or other service providers adhere to (i) the European Regulations 2016/679 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data (GDPR); (ii) the laws and regulations being enacted to implement the GDPR; and (iii) any other applicable regulations, including laws, rules, government requirements, codes, as well as international, federal, state and provincial laws.

## 5 Monitoring and reporting

### 5.1 Monitoring of compliance

Our Partners monitor their compliance with this Code, and promptly provide Vaisala with information on any activities which might violate such compliance. They also provide Vaisala with documentation regarding any of the elements

listed in this Code upon request and allow Vaisala or person(s) authorized by Vaisala to perform compliance monitoring. Vaisala or a third-party named by Vaisala is entitled conduct on-site audits, subject to prior written notice reasonably in advance, the Partner's facilities at any time and at any location of the Partner. Vaisala's right to audit and inspect shall cover all aspects of the Partner's contractual obligations and the fulfilment of the Code requirements. The inspections and audits performed by Vaisala shall not in any way limit the Partner's obligations and liability under the Code.

Vaisala and its Partners shall co-operate and work together to improve and mitigate adverse environmental and human rights impacts. Upon request, the Partner shall report available information around adverse impacts and remediation plans on the request by Vaisala.

### 5.2 Reporting concerns

Our Partners are required to report any concerns about violation of this Code or applicable laws to their legal department and/or their ethics and compliance officer(s). They also without delay to report these concerns to Vaisala representatives or utilize the Vaisala Whistleblowing Channel for confidential reporting at: <https://www.vaisala.com/en/code-conduct/vaisala-whistleblowing-channel>.

Partners shall provide their employees with the means to raise concerns about any of the compliance requirements outlined in this Code, and any employee who makes such a report in good faith shall be protected from retaliation.

If Vaisala needs certain information from the Partner for the purposes of mandatory corporate sustainability reporting, the Partner shall provide such information within a reasonable timeframe following a request by Vaisala, unless the Partner has a legitimate reason to withhold such information.

### 5.3 Event of violation

In the event of violation, our Partners present Vaisala with a corrective action plan, which must be implemented and documented within a specific time frame agreed to by Vaisala. Any defects perceived in an or communicated based on the audits later on shall be rectified by the Partner at its own expense without undue delay. The Partner will provide Vaisala with adequate information and evidence of the rectified defects. Our Partners acknowledge that Vaisala may discontinue its relationship with Partners who fail to comply with this Code or refuse to rectify identified defects in agreed time frames.

## Signature

By signing this Code, the Partner agrees to take appropriate measures to implement and comply with the principles listed above.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Name in block letters \_\_\_\_\_

Job title \_\_\_\_\_

Date and place \_\_\_\_\_