

Code of Conduct Inonom AB

Company registration number: 559369-2816 | **Version:** 1.0 | **Adopted:** 7 September 2026

Adopted by: Mikael Wällstedt, CEO. Responsible at management level for compliance with this code.

Next review: December 2027, annually thereafter.

This is a translation of the Swedish original, Uppförandekod Inonom AB. In the event of a discrepancy, the Swedish version prevails.

1. Purpose and scope

This code of conduct sets out how Inonom AB takes responsibility for human rights, working conditions, work environment, the environment and anti-corruption, both in its own operations and in its supply chain.

The code applies to the entire business, to every engagement, and to every party that Inonom AB engages or collaborates with in a delivery. It is adopted by company management, published openly at inonom.com, and communicated in writing to the parties with whom Inonom AB has contractual relationships.

The code is designed to meet the requirements of the code of conduct for suppliers issued by Sweden's regions and county councils, and the special contractual conditions that accompany it.

2. Commitment: the fundamental conditions

Inonom AB undertakes to conduct its business in accordance with:

- The UN Universal Declaration of Human Rights (1948)
- The eight ILO core conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182
- The UN Convention on the Rights of the Child, article 32
- Occupational safety and work environment legislation in the country where the work is performed
- Labour law, including minimum wage legislation, and applicable social security protection
- Applicable environmental protection legislation
- The UN Declaration against Corruption

Where international provisions offer stronger protection for the individual than national law, the stronger level applies.

2.1 Human rights

Inonom AB supports and respects human rights, and works to avoid contributing to violations, directly or indirectly. That responsibility includes asking questions where risk may exist, rather than remaining unaware. The risk assessment procedure in section 4 is the tool used for this.

2.2 Child labour

No child labour occurs or is accepted. No person performing work for Inonom AB may be under 15 years of age, or under the higher minimum age that applies in the country concerned. Young people between 15 and 18 may only perform non-hazardous tasks, after completing compulsory schooling. Should child labour be discovered at a supplier, Inonom AB acts in the best interests of the child and seeks a solution together with the child and the family, rather than simply terminating the relationship.

2.3 Forced labour

All work must be voluntary. Forced labour, slave labour, bonded labour and involuntary prison labour are not accepted at any stage. Everyone has the right to end their employment after reasonable notice.

2.4 Equal treatment and freedom from harassment

Inonom AB assesses people on merit and ability. Discrimination on the grounds of ethnicity, gender, marital status, pregnancy, religion, social or ethnic origin, nationality, disability, political opinion, trade union membership or sexual orientation is not accepted. The same applies to harassment, sexual harassment and any form of mental or physical punishment.

The commitment also covers the content of what we deliver. AI support that is developed or introduced in client engagements is reviewed by a human before it is used in production, so that biased or discriminatory outcomes are caught.

2.5 Freedom of association and collective bargaining

Inonom AB recognises and respects the right to organise, to join the organisation of one's choice, and to bargain collectively.

2.6 Wages and working hours

Compensation is paid in full, directly to the person who performed the work, at the agreed time. Inonom AB never pays below the applicable minimum wage and works towards living wages being paid. Overtime compensation is stated transparently. Everyone has at least one day of rest per week, and weekly working hours do not exceed legal limits or 60 hours including overtime. Leave is compensated in accordance with national legislation.

2.7 Work environment

Work must be carried out in a safe and hygienic environment, free from conditions that may harm physical or mental health. As the business is run as a sole proprietorship with

predominantly digital work, the most relevant work environment issue is workload and recovery. It is followed up at the annual review described in section 5.

When working on client premises, the client's work environment rules apply, including evacuation routes and protective equipment.

2.8 Environment

Environmental responsibility is handled in a separate document, *Environmental Management Inonom AB*, containing the environmental policy, environmental review, objectives with action plan, follow-up procedure and the procedure for environmental requirements in the supply chain.

2.9 Anti-corruption

Inonom AB neither offers, gives, requests nor accepts improper payment or other compensation in order to obtain, retain or direct business. In practice this means:

- Gifts and benefits beyond nominal value are neither given nor accepted in connection with public sector business.
- Hospitality is kept moderate, is documented, and follows the buyer's own guidelines.
- Conflicts of interest are reported to the buyer immediately when they arise, before an engagement begins.
- No commission or referral fee is paid to third parties for public sector engagements.

3. Responsibility and organisation

Mikael Wällstedt, CEO, is the person at management level responsible for compliance with the fundamental conditions. The responsibility covers adopting the code, carrying out risk assessment and follow-up, deciding on action in the event of deviation, and responding to the buyer's monitoring.

The code is published at inonom.com. Whenever a new contractual relationship is entered into with a supplier, subcontractor or partner taking part in a delivery, the code is sent along, and the party confirms acceptance in writing.

4. Risk assessment procedure

The risk assessment is carried out at the annual review in December, and additionally before every new collaboration with a party that will take part in a delivery. The method is: map where the work is actually performed, assess the risk of deviation from the fundamental conditions, prioritise, and decide on control or action.

The 2026 assessment gives the following picture.

#	Risk	Assessment	Control
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K1	Subcontractor or partner in a country with weaker labour rights protection, for example in software development	Likelihood low, impact high	No subcontractor is engaged in public sector assignments without prior written approval. The code is communicated and confirmed in writing before work begins
K2	Electronics and IT equipment manufactured under poor working conditions	Likelihood medium, impact medium	Purchase from resellers and manufacturers with a published code of conduct and public follow-up
K3	Improper influence, gifts or conflicts of interest in public sector business	Likelihood low, impact high	The rules in section 2.9. Conflicts of interest reported before an engagement begins
K4	AI support in a client delivery produces biased or discriminatory outcomes	Likelihood medium, impact medium	Human review of material and recommendations before they are used in production. Documented in the engagement log
K5	Cloud services and AI platforms with unclear terms regarding data and working conditions in the operating chain	Likelihood medium, impact low	The supplier list is reviewed annually, see objective 2 in the environmental management document
K6	Workload and insufficient recovery in a sole proprietorship	Likelihood medium, impact medium	Assignment volume and working hours reviewed at the annual review

The assessment is updated whenever the business changes materially, for example on hiring staff or on entering a new collaboration outside the EU and EEA.

5. Procedure for monitoring compliance

Monitoring takes place in December each year, starting in December 2027, in the same review as the environmental follow-up. The review covers the following:

- The risk list in section 4 is reviewed and updated.
- Every party that took part in a delivery during the year is checked against its confirmation of the code.
- Deviations that occurred, and the action taken, are compiled.
- Work environment and workload are reviewed.
- The need to strengthen the code or the controls is assessed.

The result is documented in a dated follow-up appendix to this document. The appendix is kept available for inspection throughout the contract period.

6. Procedure for action in the event of deviation

Deviations are handled when they are discovered and do not wait for the annual review.

- **Step 1. Stop.** The activity or purchase causing the deviation is paused immediately if the deviation is serious.
- **Step 2. Document.** The deviation, how it was discovered and who is affected are recorded in writing the same day.
- **Step 3. Notify.** The buyer concerned is informed without delay when the deviation affects an ongoing delivery.
- **Step 4. Remedy.** Action is decided with an owner and a deadline. In the event of a deviation at a supplier, a time and action plan is requested.
- **Step 5. Follow up.** The effect is verified at the next review, and the deviation is closed in writing once remedied.

In the event of serious or repeated deviations at a supplier, the collaboration is ended.

7. Reporting violations

Suspected breaches of this code can be reported directly to Mikael Wällstedt, CEO, at mikael.wallstedt@inonom.com or +46 70 548 05 08.

Violations concerning deliveries to Sweden's regions and county councils can also be reported to coc.lsf@sll.se, or by post to Compliance, Avdelningen Upphandling, Flemminggatan 20, 2 tr, Box 22550, 104 22 Stockholm, Sweden.

Anyone reporting in good faith will not suffer negative consequences.

8. Contract monitoring and access

Inonom AB supports the buyer's monitoring of framework agreements by:

- Reporting in writing how the commitment and the procedures are fulfilled, within six weeks of a request.
- Giving the buyer, or the buyer's representative, the access and insight required to verify compliance.
- Using its influence to provide corresponding access at an engaged subcontractor.

Where a deviation is established, a time and action plan is produced within four weeks, proportionate to the nature of the deviation, and submitted to the buyer for approval.

9. Adoption

This code of conduct is adopted by the management of Inonom AB and applies from 7 September 2026.

Place and date: _____

Signature: _____

Name: Mikael Wällstedt

Title: CEO