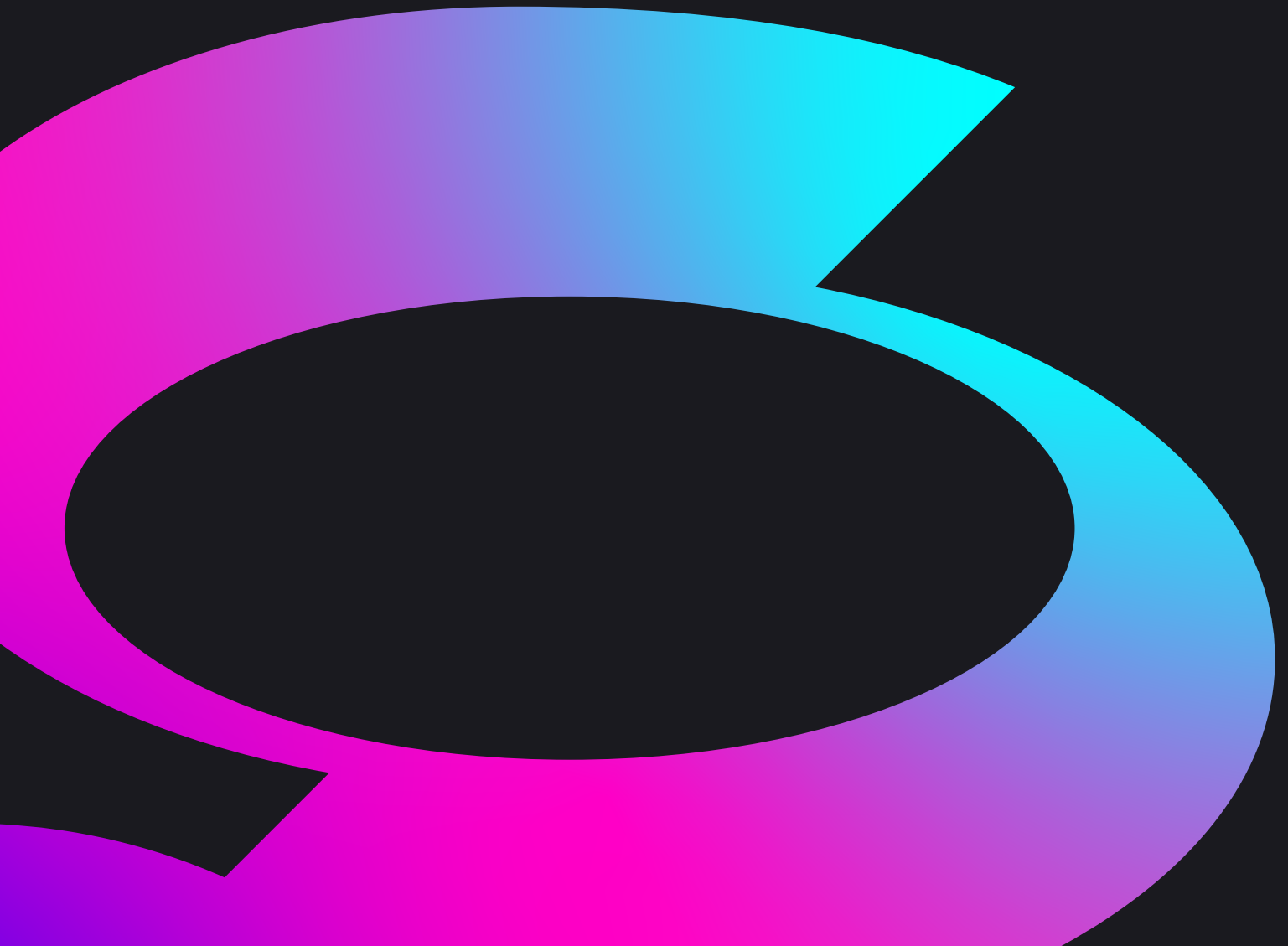




# Supplier code of conduct

Doing business the Octave the right way



## Message from our CEO



At Octave, trust is the foundation of everything we do. We earn trust through integrity by doing the right thing, everywhere we operate, and with everyone we work with.

Our suppliers and business partners are essential to our success. When you work with Octave, you impact our reputation and the trust placed in us by customers, employees, investors, and communities.

This Supplier Code of Conduct sets the minimum standards we expect from suppliers and other third parties who provide goods or services to Octave or represent us. By working together with integrity, we can build long-term success based on trust.

**Mattias Stenberg**  
Chief Executive Officer



### **Keep it real**

**No fluff, no facade**

Collaboration thrives on authentic honesty and open transparency.

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### **Build trust**

**Together, we go further**

Our best relationships are built on commitment, support, and reliability.

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### **Dare to defy**

**Challenge what's comfortable**

Go all in, take risks, and accept failure as part of the process.

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### **Own the outcomes**

**Step up and solve it**

When the work is mission-critical, accountability is everything.

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### **Act with urgency**

**Move fast, move forward**

Confident decisiveness and ongoing agility accelerates forward momentum.

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## 1. Purpose

This Supplier Code of Conduct (“Supplier Code”) sets minimum standards for ethical, legal, and responsible business conduct applicable to Suppliers of Octave Intelligence plc. and its subsidiaries (“Octave”).

For purposes of this Supplier Code, “Supplier” means any third party that provides goods or services to, or performs work for or on behalf of, Octave, including its employees, agents, subcontractors, and sub-tier suppliers, to the extent such activities relate to Octave’s business or contractual relationships.

## 2. Applicability and Scope

This Supplier Code applies to all activities performed by or on behalf of a Supplier pursuant to an engagement or contractual relationship with Octave.

This Supplier Code is applied and enforced on a risk-based and proportionate basis, taking into account the nature of the Supplier relationship, the risks associated with the Supplier’s activities, and relevant mitigating factors, including the Supplier’s own compliance framework, where appropriate. Based on this assessment, Suppliers may be required to acknowledge, contractually accept, or certify compliance with this Supplier Code, or relevant provisions

thereof, at onboarding and, where justified by risk or material changes, on a periodic or event-driven basis, as determined by Octave.

Suppliers are expected to communicate the requirements of this Supplier Code to their employees and, where appropriate, to subcontractors and sub-tier suppliers involved in Octave-related work.

Where this Supplier Code and applicable law differ, Suppliers shall apply the stricter standard, except where doing so would violate applicable law.

## 3. Compliance with Law and Integrity

Suppliers shall comply with all laws and regulations applicable to Octave-related work, including laws relating to anti-corruption and bribery, trade compliance, export controls and sanctions, competition and antitrust, labor and employment, health and safety, environmental protection, and data protection and information security, including, where relevant, laws with extraterritorial effect.

Suppliers shall conduct Octave-related business honestly, fairly, and transparently, and shall maintain accurate and complete records that reflect the true nature of their activities.

## 4. Anti-Corruption

Octave does not tolerate bribery or corruption in any form. Suppliers shall not offer, promise, authorize, give, or accept anything of value, directly or indirectly, to any Octave personnel, Government Official, or other third party in connection with Octave business in order to improperly influence any business decision or secure an unfair advantage.

“Government Official” refers to any employee of a government entity or subdivision, including elected officials; any private person acting on behalf of a government entity, even if temporarily; officers and employees of companies owned or controlled by a government; candidates for political office; political party officials; and officers, employees, or representatives of public international organizations, such as the World Bank or the United Nations.

Facilitation payments are prohibited. Any payment made under coercion or to address an immediate threat to health or safety shall be documented and promptly reported to Octave.

Gifts and hospitality shall be modest, infrequent, lawful, and transparent, and shall never be used to influence decisions.

Suppliers shall accurately and completely record all Octave-related transactions, and maintain reasonable controls to support compliance with anti-corruption laws.

Suppliers shall promptly report to Octave any indications of unethical conduct, bribery, or kickbacks related to Octave business, regardless of whether such conduct involves or is requested by the Supplier’s personnel, representatives, subcontractors, Octave personnel, Government Officials, or any other third party.

## 5. Trade compliance, export controls, and sanctions

Suppliers shall comply with export controls, sanctions, embargoes, and customs laws applicable to the goods, software, or technology supplied under their engagement with Octave, including, where relevant, restrictions applicable to re-exports, onward transfers, or remote access. Suppliers shall not support Octave-related deliveries, access, or services for any prohibited end user, end use, or destination under applicable trade or sanctions laws.

Where applicable, Suppliers shall classify the goods,



software, or technology they provide and notify Octave in advance of any applicable export control status, restrictions, or licensing requirements, including relevant export-control classifications (such as ECCNs), and shall reasonably cooperate with Octave to support compliance with trade laws. Suppliers shall not provide controlled goods, software, or technology to Octave without prior notice of such controls.

Suppliers shall promptly notify Octave if they become subject to sanctions or other trade restrictions, whether directly or indirectly, including as a result of designation or changes in ownership or control.

Suppliers shall not take any action, or fulfill any order, in a manner that could reasonably cause Octave to breach trade or sanctions laws and shall promptly notify Octave of any such risk or issue.



## 6. Fair competition and antitrust

Suppliers shall compete fairly and comply with applicable competition and antitrust laws.

Suppliers shall not fix prices, rig bids, allocate markets, or exchange competitively sensitive information with competitors.

## 7. Conflicts of interest

Suppliers shall avoid conflicts of interest that could compromise, or appear to compromise, their objectivity or integrity in connection with Octave business.

Suppliers shall promptly disclose to Octave any actual, potential, or perceived conflict of interest, including where a Supplier or its personnel has a family, personal, or close relationship with an Octave employee or representative who may influence the Supplier's engagement with Octave or be involved in business dealings between the Supplier and Octave.

Suppliers shall not use such relationships to obtain improper advantage and shall cooperate with Octave in managing or mitigating disclosed conflicts.

## 8. Human Rights and Labor Standards

Suppliers shall respect internationally recognized human rights and take reasonable, risk-based measures to prevent, mitigate, and address human-rights risks in their operations and supply chains. Suppliers shall not use forced, bonded, or involuntary labor, or engage in human trafficking. Workers

shall not be required to pay recruitment fees, passports or identity documents shall not be confiscated or retained, employment terms shall be provided in writing and in a language workers understand, and workers shall be free to leave employment in accordance with applicable law. Labor recruiters, if used, shall be appropriately vetted and monitored. Suppliers shall ensure that serious human-rights concerns related to Octave business can be escalated to Octave through appropriate reporting channels without retaliation.

Suppliers shall not employ child labor. The minimum age for employment shall meet the higher of applicable law or the age for completion of compulsory education. Young workers shall not perform hazardous work.

Suppliers shall comply with applicable wage, benefit, and working-time laws and shall provide a workplace free from harassment, abuse, or inhumane treatment. Suppliers shall provide equal opportunity, prohibit unlawful discrimination, and respect lawful rights to freedom of association and collective bargaining.

## 9. Health and Safety

Suppliers shall provide a safe and healthy workplace, including identifying and mitigating workplace risks, providing appropriate training and protective equipment, reporting and addressing incidents, and maintaining emergency preparedness. When performing activities at Octave sites, Suppliers shall comply with applicable Octave health and safety requirements.



## 12. Insider Trading and Confidential Information

Suppliers may receive confidential or material non-public information relating to Octave. Suppliers shall protect such information, shall not trade in securities using inside information, and shall not disclose confidential or material non-public information to unauthorized persons.

## 13. Responsible sourcing of raw materials

Where applicable to the goods, work, or services provided to Octave, Suppliers shall source raw materials responsibly and in compliance with applicable law and in a manner consistent with internationally recognized responsible-sourcing standards.

Suppliers are expected to take reasonable, risk-based measures to identify and address material risks related to human rights abuses, environmental harm, or sourcing from conflict-affected or high-risk areas in their supply chains.

## 14. Speak Up and Non-Retaliation

Suppliers shall allow workers to raise concerns in good faith without fear of retaliation, in a manner consistent with applicable law. Where applicable, Suppliers shall maintain appropriate reporting channels.

Suppliers shall promptly report to Octave any suspected or actual violations of this Supplier Code related to Octave business, including serious legal, human-rights, trade compliance, anti-corruption, or security concerns.

Concerns related to Octave business may also be reported through Octave's established reporting channels. Information on available reporting channels, confidentiality protections, and non-retaliation safeguards is available on the Octave's website.

## 10. Environment and Sustainability

Suppliers shall comply with applicable environmental laws and manage environmental impacts responsibly. Suppliers are expected to reduce environmental impacts over time where feasible, manage waste, emissions, and hazardous substances responsibly, and provide relevant sustainability or ESG data upon reasonable request to support Octave's legal or reporting obligations, subject to applicable law and confidentiality obligations.

## 11. Data Protection and Information Security

Suppliers that process personal data on behalf of Octave or access Octave systems or information shall implement appropriate technical and organizational security measures. Suppliers shall notify Octave without undue delay of any actual or suspected data security incident that may affect Octave data, systems, or services and shall reasonably cooperate in investigation, containment, remediation, and any legally required notifications. Where applicable, Suppliers shall comply with Octave's contractual data protection and information security requirements, including applicable data processing agreements.



## 15. Assessments, audits, cooperation, and corrective actions

Octave may, at its discretion and based on risk, assess Supplier compliance with this Supplier Code through questionnaires, document reviews, or audits, subject to applicable law and except where expressly restricted by contract.

Suppliers shall reasonably cooperate with such assessments and, where issues are identified, implement corrective actions within agreed timelines and provide evidence of closure. Suppliers shall bear their own costs associated with cooperation and corrective actions. Where an assessment or audit identifies material non-compliance, Octave may require the Supplier to bear reasonable costs associated with such assessment or audit, subject to applicable law and contract.

Failure to address serious or repeated violations may result in suspension or termination of the business relationship, subject to applicable contractual terms.

## 16. Legal Effect and Limitations

This Supplier Code sets minimum expectations for Suppliers and does not create any rights for third parties or establish any legal duty, guarantee, or standard of care for Octave beyond those arising under applicable law or contract. Nothing in this Supplier Code shall be construed as an assumption of operational control over Suppliers or their supply chains.

## 17. Revisions to this Supplier Code

Octave monitors legal, regulatory, and industry developments relevant to its business and supply chain and may update this Supplier Code from time to time to reflect such developments or changes in Octave's operations. The Supplier Code, as revised, will be effective upon posting on Octave's website or other designated communication channels, unless otherwise required by applicable law or contract.

## 18. Living Our Values Together

Doing business with Octave means doing business with integrity. Octave expects Suppliers to be familiar with this Supplier Code, apply good judgment, and speak up when something does not seem right. For questions or to raise concerns related to this Supplier Code, Suppliers may contact the Octave Compliance function via the online [contact us form](#), or through other designated reporting channels.