

Code of Conduct for Business Partners

The valid version of this policy is published and available on polestar.com and for all employees on the Polestar intranet. Polestar Legal is responsible for ensuring that the latest version of this Code of Conduct for Business Partners is published and available.

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1 Introduction

Ever since the launch of the Polestar brand in 2017, our company has aimed to make a difference and to bring new standards to an old industry.

This includes the standards that we place on ourselves and on our partners: how we do business, how we treat each other and our partners, and how we interact with the world around us.

At Polestar¹, we believe in trust, integrity, and ownership – in every aspect of our operations. And we expect the same level of commitment from all of our business partners and suppliers – throughout the value chain.

As a business partner to Polestar, we expect you to adhere to the principles and standards that are set out in this Code of Conduct for Business Partners (the “**Code**”).

2 Purpose

This Code of Conduct for Business Partners sets out the responsible business standards and principles that Polestar requires all Business Partners² to abide by throughout the course of their business relationship with Polestar.

This Code includes minimum requirements based on international standards on human rights and working conditions, environmental responsibility and ethical business conduct, including but not limited to the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the Ten Principles of the UN Global Compact.

The Code is an integral part of any existing business relationship with Polestar and is incorporated by reference into the agreements.

3 General requirements

Polestar is committed to sustainable development and responsible business practices and to integrating these commitments throughout its value chain. Polestar expects the same level of commitment from its Business Partners.

By entering into a business relationship with Polestar and during the term of this business relationship, Business Partner shall:

- conduct its business in compliance with applicable laws and regulations, this Code, and other contractual terms and conditions agreed with Polestar.

¹ “**Polestar**” means Polestar Automotive Holding UK PLC and its subsidiaries (i.e. all persons and entities directly or indirectly controlled by Polestar Automotive Holding UK PLC, where control may be by management authority, equity interest or otherwise).

² “**Business Partner**” means any individual or entity (including its directors, officers and employees) that supplies goods or services to Polestar, e.g. suppliers and service providers, or that sells Polestar products and related services, e.g. importers, dealers or repairers, and representatives engaged to act for or on behalf of Polestar.

- implement the standards and principles set out in this Code throughout its organisation and extend the requirements to its value chain, ensuring that its Employees³, subcontractors and other relevant third parties comply with the standards and principles.
- implement and maintain appropriate due diligence processes and risk management systems in its operations in order to address any human rights and environmental impacts of its operations and its supply chain. This includes having adequate policies, tools, risk assessment and internal controls in place to identify, prevent and mitigate risks for adverse human rights and environmental impacts in its operations and supply chains.
- invest in training programmes and capacity building to enhance awareness and understanding of the areas covered by this Code among its Employees, relevant subcontractors and other stakeholders.
- apply the precautionary principle, which means to take adequate protective measures whenever there is reason to believe that a potential action or inaction may negatively impact the health or safety of a person, society or the environment.
- support audits and assessments to verify compliance with the areas covered by this Code, including making relevant premises and all necessary information and documentation available to Polestar.
- where needed, take timely and appropriate corrective actions to cease, prevent and mitigate negative impacts on people or the environment, and provide access to remediation for affected stakeholders, and undertake environmental restoration where appropriate.
- provide access to effective grievance channels and remedial mechanisms for Employees and other stakeholders potentially affected by its activities, including local communities and vulnerable groups, to raise legitimate concerns related to any area covered by this Code without fear of retaliation.

There may be instances when the standards and principles set forth in this Code differ from local laws or regulations in a particular country. If that is the case, and local laws and regulations impose higher standards than those set out in this Code, local laws and regulations shall always apply. If instead, this Code provides for a higher standard, the Code prevails, unless this results in illegal activity. If any requirement in the Code conflicts with local laws and regulations, Business Partner shall, without undue delay, notify Polestar.

3.1 Speak up

Business Partner shall promptly report any observation connected to its business relationship with Polestar that may imply a violation of applicable laws and regulations, or with the requirements under this Code.

³ “**Employee(s)**” refer to any individual employed or engaged, directly or indirectly, by the Business Partner, including those in full-time, part-time, internship or trainee roles as well as temporary and contract positions.

Reports may be submitted to Polestar's reporting line [SpeakUp](#)⁴. Reports can also be made via phone on the SpeakUp phone numbers listed on Polestar's website⁵.

Business Partner shall collaborate with Polestar in case of investigation and is expected not to retaliate against anyone who reports suspected violations.

3.2 Audit rights

In addition to any audit rights set out in any contractual terms and conditions entered into with Polestar, Business Partner agrees:

- that Polestar (either directly or through an independent third party appointed for that purpose) may verify and assess their compliance with this Code by conducting an audit at any time. Any such audit will be subject to prior written notice, unless Polestar reasonably believes that giving prior notice will interfere with the possibility of verifying compliance.
- to provide Polestar with all relevant information, including information from and/or about subcontractors,
- to make Employees available for unsupervised interviews, and employees must be allowed to speak freely without risk of retaliation, and
- to allow Polestar and its representatives, or independent third parties appointed for that purpose, access to their premises for the purpose of performing such audits.

3.3 Consequences of violations

Business Partner agrees that a breach of any of its obligations or undertakings under this Code is a material breach of contract, and may (in Polestar's sole discretion) result in:

- the Business Partner having to take necessary remedies, including to pay damages and implementing appropriate and timely corrective actions, so as to remedy the violation and to prevent similar occurrences in the future; and
- Polestar taking actions against the violating Business Partner, up to immediate termination of the business relationship, upon written notice to the Business Partner.

⁴ <https://polestar.speakup.report/polestar-external>

⁵ <https://www.polestar.com/ethics>

4 Ethical business

Polestar is dedicated to promoting an ethical business environment based on integrity, transparency, high standards and responsible practices. This includes that we together foster trust and accountability within our partnerships.

As a Business Partner, we expect you to share our commitment to ethical business and thus adhere to the following requirements:

4.1 Anti-corruption

Business Partner shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption. Business Partner shall never, directly or indirectly, engage in or tolerate any form of bribery or corruption. This prohibition includes but is not limited to facilitation payments, inappropriate gifts, favours or hospitality, and political contributions.

Consequently, Business Partner shall not authorise, offer, give, solicit or receive, directly or indirectly, any form of inappropriate benefit or undue advantage⁶ with the intention to improperly influence a business decision or obtain any form of preferential treatment, whether it involves government officials or private individuals.

Business Partner shall be extra cautious when interacting with public officials, working with agents or other intermediaries, or in high-risk situations such as donations or sponsoring activities. Business Partner shall ensure that all its reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Business Partner shall refrain from providing any form of inappropriate benefit or undue advantage to Polestar directors, officers and employees. If a Polestar employee would ask for any such benefit or advantage, Business Partner is encouraged to notify Polestar, even if the request is denied.

4.2 Conflict of interest

Business Partner shall conduct business in an objective and transparent way and diligently identify, disclose and manage any potential or actual conflict of interest that may be linked to its interaction with Polestar.

Business Partner must disclose to Polestar any situation where any of its employees (or any of their close relatives) have a personal relationship with a Polestar employee in position to make, or influence decisions related to Business Partner's business. Similarly, Business Partner shall also disclose if a Polestar employee has a personal interest of any kind, including financial ties, to the Business Partner's business.

4.3 Fair competition and business practices

Business Partner shall comply with applicable competition laws and regulations (also referred to as antitrust laws). In particular, Business Partner must refrain from activities or agreements that would restrict or hinder competition, including but not limited to any arrangement that may influence prices, terms of sales (including discounts), strategies,

⁶ "Inappropriate benefit or undue advantage" includes, but is not limited to anything of value, such as gifts unrelated to the demonstration of a product or service, monetary loans, pleasure trips or vacations, event tickets, luxury goods, concealed commissions or kickbacks, or other forms of cash or cash equivalents given to business interlocutors, their family members, or third parties at their direction.

market shares, customer allocation, territories or any other conduct that unlawfully restricts or may restrict competition, unless explicitly allowed under applicable law.

A Business Partner that interacts with a competitor of Polestar must never share any of Polestar's competitively sensitive information with the competitor and vice versa not share any such competitor information with Polestar, even via third parties.

4.4 Sanctions and export control

Business Partner shall comply with all sanctions and import and export control laws and regulations. Business Partner shall not perform any act which would violate or evade sanctions rules, or cause Polestar to violate rules applicable to Polestar or otherwise expose Polestar to adverse consequences.

Business Partner warrants and represents that neither the Business Partner nor any of its affiliates, directors or officers is a Listed Person⁷. Business Partner shall not supply to Polestar any goods, services, software, or technology from or involving any Listed Person or a Sanctioned Country⁸.

Business Partner shall ensure that Polestar's products and services are not sold, or in any other way made available, to a Sanctioned Country or to a Listed Person.

4.5 Protecting Polestar's confidential information and intellectual property

Business Partner shall respect and protect Polestar's confidential information and intellectual property rights in accordance with applicable laws and the contractual terms and conditions, e.g. by protecting such information from improper disclosure, theft or misuse and only disclose Polestar's confidential information to Business Partner's employees with a legitimate "need to know".

Business Partner shall not share Polestar's confidential information with a competitor of Polestar, unless Polestar has given its prior written consent.

4.6 Privacy and data protection

Business Partner shall comply with applicable privacy and data protection laws and regulations when processing personal data in relation to its business with Polestar.⁹

When Polestar entrusts Business Partner with processing of personal data, the Business Partner shall comply with the agreed upon specific contractual terms and conditions. In particular, and without limitation, Business Partner shall protect personal data from personal data breaches and must immediately report to Polestar any incident that involves Polestar personal data.

⁷ "**Listed Person**" means (i) any individual, company, entity or organisation designated for sanctions or import/export control restrictions, or otherwise subject to sanctions or import/export control restrictions, and (ii) companies, entities or organisations that are owned 50 percent or greater by any combination of Listed Persons, or controlled by a Listed Person.

⁸ "**Sanctioned Country**" means any country or territory which is subject to comprehensive, government-wide, or broad sectoral sanctions as may be in place or imposed from time to time.

⁹ "**Processing**" and "**personal data**" have the meanings given to them in the relevant and applicable laws and regulations.

4.7 Cyber security

Business Partner shall safeguard the integrity and security of its systems. Business Partner shall have up-to-date and effective security policies and procedures in place that comply with applicable laws and regulations related to IT security and cyber security.

Business Partner shall have an incident response plan in place to address security breaches and a business continuity and disaster recovery plan to ensure IT systems and data can be recovered in the event of disruption.

4.8 Artificial intelligence (AI)

If Business Partner is developing or providing an AI system for Polestar, or uses AI systems to deliver products or services to Polestar, Business Partner shall ensure responsible development and use of the AI systems, including ethical considerations, transparency and compliance with applicable laws and regulations.

5 Protecting people

Polestar is committed to ensure that all people are provided with working conditions that are in line with international labour standards, and to respect and promote internationally proclaimed principles for human rights, including children's rights and rights of minorities and indigenous people.

Polestar expects Business Partner to share the commitment to protecting people. In line with this, Business Partner shall adhere to the following requirements:

5.1 Respect for human rights

Business Partner shall adhere to and respect international human rights laws and standards, including at minimum the International Bill of Human Rights, the Convention on the Rights of the Child, and the fundamental conventions as set out in the ILO Declaration on Fundamental Principles and Rights at Work¹⁰. Business Partner shall further adhere to the UN Guiding Principles on Business and Human Rights and other applicable internationally recognised standards.

5.2 Child labour

Business Partner shall not tolerate any forms of child labour in its own operations or value chain and always act in the best interest of the child. The minimum working age is the age of completion of compulsory school, in line with the country's legal minimum age requirement, but never less than 15 years.¹¹

Young workers under the age of 18 years shall not be exposed to any hazardous work, meaning work that risks harming the physical or mental health, safety, or morals of young persons.¹² Business Partner shall set necessary mechanisms to prevent, identify and mitigate harm to young workers.

5.3 Forced labour and modern slavery

There can be no forced labour of any kind relating to Polestar's business, products and services. Therefore, Business Partner, and its recruitment firms or others acting on its behalf, must not use or promote forced labour, regardless of its form, including but not limited to debt bondage, prison labour, human trafficking and any other forms of modern slavery, such as holding on to identity documents, passports or work permits, charging of any fees or related costs to Employees throughout the recruitment process, withholding of wages, abusive working conditions, threatening with reporting to immigration authorities or securing guards to intimidate workers to stay, or any other kind of exploitation or abuse.

5.4 Threats or occurrence of abuse or violence

Business Partner shall implement adequate safeguards to protect Employees and other stakeholders (including people from nearby communities) from being subject to threats or occurrence of abuse or violence. This includes taking timely and appropriate action to investigate and address any form of psychological or physical abuse, whether occurring in the immediate workplace or linked via contracted third parties, including but not limited to private or public security personnel.

¹⁰ International Labor Organization conventions numbers 29, 87, 98, 100, 105, 111, 138 and 182.

¹¹ In line with the ILO Minimum Age Convention No. 138.

¹² In line with the ILO Worst Forms of Child Labour Convention No. 182.

5.5 Health and safety

Safety should always be one of the most important factors in any decision.

Business Partner shall provide and at all times maintain a safe and healthy working environment, that meets, and preferably exceeds, applicable standards and legal requirements. Workplace premises shall be kept in a clean and suitable condition for the intended purpose and be designed to meet the needs of both Employees, and where relevant, visitors, subcontractors, and other stakeholders.¹³

If Business Partner provides accommodation either directly or indirectly, it shall fulfil legal standards and be designed to satisfy the needs of both occupants and visitors.

Business Partner shall proactively address health and safety risks to protect Employees, visitors, subcontractors, or relevant stakeholders from being exposed to any work-related hazards likely to pose a risk of causing injury, illness or death. In line with this, Business Partner shall implement adequate occupational health and safety procedures¹⁴ and provide Employees with appropriate personal protective equipment.

Business Partner shall provide appropriate training and information on health and safety to all Employees and encourage them to report safety risks and incidents. It is vital that the necessary health and safety-related information is clear, easily accessible, and available in a language understandable to each Employee, or where relevant, other stakeholders.

5.6 Terms of employment

Business Partner shall guarantee that the working conditions for its employees comply with all applicable legal requirements as well as applicable collective bargaining agreements. In addition, Business Partner shall ensure the right of Employees to receive written information specifying their terms of employment and other relevant information such as wage statements, in a format and language that they can easily understand.

Employees should be able to leave their positions freely or terminate their employment with reasonable notice, and employees should never be required to surrender government-issued identification or work permits as a condition of employment.

5.7 Wages and benefits

Business Partner shall pay employees wages and benefits that meet or exceed the legal minimum standards, collective bargaining agreements or appropriate prevailing industry standards, whichever is higher. Business Partner shall pay its Employees fair living wages, defined as an income earned during normal working hours that meets the basic needs of workers and their families, with some left over for extra expenses or savings.

Business Partner shall pay wages on a regular basis and in full. Wage deductions or withholding of wages are not permitted unless prescribed by applicable law, regulations or collective bargaining agreements. Wage deductions as a disciplinary measure shall not be permitted, except when permitted by applicable law, and the employee has violated the law

¹³ This includes providing appropriate water, sanitation and hygiene as well as prevention and control of occupational hazards due to e.g. noise, temperature and vibration to ensure appropriate working conditions that secure human well-being, safety, and health.

¹⁴ This includes to implement adequate emergency preparedness and conduct regular evacuation drills.

or otherwise engaged in gross misconduct, where there is a contractual disciplinary procedure that includes this as a possible sanction.

Information about wages and benefits must be available to all employees, in a language that they can understand, timely and in accordance with applicable laws.

5.8 Working hours

Business Partner shall comply with applicable laws and regulations regarding working hours (including but not limited to overtime and overtime compensation, maximum daily and weekly working hours, rest rules, and annual, sick, and parental leave. Business Partner shall respect regular working hours and should enable Employees to achieve a work-life balance. All overtime work shall be voluntary and appropriately compensated.¹⁵ Employees shall have at least 24 consecutive hours of rest after six days of work.

5.9 Freedom of association and collective bargaining

Business Partner shall respect the rights of its employees to form, join or exclude themselves from employer-employee relationship-related associations and trade unions, to bargain collectively and to engage in assembly, where permissible by local laws. Where local laws set restrictions on the right to freedom of association, Business Partner shall support other lawful forms of employee representation.

Business Partner shall also ensure that employees are given the opportunity to discuss their working conditions with management without fear of discrimination, retaliation, intimidation, or harassment.

5.10 Non-discrimination and equal opportunities

Business Partner shall not engage in or tolerate any form of discrimination based on gender, race, ethnicity, religion, age, disability, pregnancy, sexual orientation, nationality or national origin, political opinion, union affiliation, social background or other characteristics protected by applicable law. All employees must be treated with respect, dignity and common courtesy, where equal opportunities based on competence are provided, and provided with a workplace free of harassment or abuse of any kind, harsh or inhumane treatment, or unlawful practices.

5.11 Rights of minorities and indigenous people

Business Partner shall respect the principles of the United Nations Declaration on the Rights of Indigenous Peoples and ILO Convention No. 169 on Indigenous and Tribal Peoples. The principle of FPIC (Free Prior and Informed Consent) shall be respected when it comes to indigenous people.

Any material, service or operations coming from the lands of uncontacted tribes is not tolerated.

Business Partner should have a robust risk assessment in place before starting operations or engaging in activities where the rights of indigenous people or local communities may be adversely affected and implement mitigating actions as required.

¹⁵ In line with the ILO conventions Hours of Work No. 1 and No. 30.

6 Environmental responsibility

Polestar recognises that while our cars contribute to the climate transition, they also introduce new sustainability challenges. There is a reliance on resources that are under increasing strain, and there is a responsibility to address these risks. We are committed to lowering our environmental footprint, protecting nature and biodiversity, and using resources responsibly. By systematically addressing these risks and dependencies, actions are ensured to contribute to long-term resilience and align with the urgent need for sustainable development.

Business Partner is expected to share Polestar's commitment to protecting the environment, limiting our overall environmental impact throughout the value chain by prioritising more sustainable materials, choosing renewable and fossil free sources, optimising resource use and eliminating waste. This involves taking a proactive approach to protect nature and biodiversity by reducing the environmental footprint of their operations, products and services through reducing greenhouse gas emissions, conserving resources, reducing pollution, and promoting circular economy within its value chain.

Business Partner shall adhere to applicable environmental laws and regulations, reporting requirements and obtain and maintain required environmental permits. Business Partner shall, as appropriate for the size, nature, and circumstances of its business, adhere to the following environmental requirements, and Business Partner is also expected to set similar environmental expectations on its value chains.

6.1 Environmental management

Business Partner shall continuously improve its environmental performance by assessing the environmental impact of its products, services and activities. Business Partner shall implement mitigation actions to address the identified risks and monitor the effectiveness of such actions, preferably through a certified environmental management program.

Business Partner shall set and work towards targets for continuous reduction of its environmental impact throughout the entire value chain, including e.g. product development, manufacturing, operations, distribution, and logistics.

Business Partner shall be transparent and on a continuous basis inform Polestar about its environmental performance, and shall have procedures in place to manage environmental performance of its business partners, communicate qualitative and quantitative data, and allow Polestar to disclose it with relevant stakeholders and affected parties to fulfil regulatory obligations, when applicable.

6.2 Climate impact reduction

Business Partner shall actively support Polestar's aim to reach climate neutrality by 2040. Business Partner shall establish a GHG emissions reduction plan and set targets in line with climate science and the Paris Agreement, and preferably have such targets validated by the Science Based Target Initiative.

Business Partner shall prioritise the use of recycled and/or renewable, low- and near-zero CO₂ emission materials in its products, by giving preference to materials with a lower carbon footprint in comparison to conventional alternatives, and by promoting circular economy within its value chain.

6.3 Circular economy and resource efficiency

Business Partner shall use resources responsibly and actively work to improve resource efficiency, including but not limited to energy, water, and materials.

Business Partner should further adopt circular principles to minimise the use of primary resources and to increase the use of secondary resources.

6.4 Energy efficiency

Business Partner shall actively work to improve its energy efficiency by implementing measures to reduce energy use and to increase the share of renewable or fossil free energy related to its operations and value chain.

6.5 Water management

Business Partner shall have in place practices that enable efficient water management. This includes implementing clear and measurable targets for reducing water withdrawal, water consumption and prevent pollution from its water discharge. These targets should take into account the nature and context of the Business Partner's operations, including the geolocation (e.g. areas of high water stress).

6.6 Waste management

Business Partner shall have in place practices that enable responsible, proportionate, and efficient waste management within its operations and actively work to minimise and ultimately eliminate waste. This includes applying circular business model approaches to avoid waste going to landfill, oceans, rivers, or incineration.

Business Partner should strive to eliminate waste and pollution overall by redirecting redundant material into high value circular loops.

6.7 Substances of concern

Business Partner shall implement adequate procedures when handling potentially harmful chemicals and substances to ensure that any hazardous substances and chemicals are managed safely with regard to Employees as well as other stakeholders and the environment.

Polestar takes a proactive approach in eliminating the use of substances of concern and substances of very high concern. In line with this, Business Partner shall, where applicable, actively work to minimise and phase out its use of harmful chemicals and substances and support Polestar on its journey to eliminate such substances from its products and facilities.

6.8 Biodiversity

Business Partner shall consider the nature and context of its activities, including its geolocation(s) in key biodiversity areas, appropriately assess its biodiversity impact and prioritise to actively avoid and mitigate its negative impacts, including but not limited to pollution and land use change.

Business Partner shall not directly or indirectly procure or finance the procurement of raw materials that result in deforestation, habitat destruction or that are mined from the deep seabed. Business Partner should engage in and contribute to restoration activities, the protection of natural ecosystems and endangered species.

7 Responsible value chain management

At Polestar, we continuously monitor, assess and take action to ensure that our business activities and products are not linked to human rights abuses, unethical business conduct, environmental harm or animal abuse.

Business Partner is expected to share this commitment to responsible value chain management and to set similar expectations on its value chains. In line with this, Business Partner shall adhere to the following requirements:

7.1 Human rights and environmental due diligence

Business Partner shall have effective due diligence processes in line with the OECD Due Diligence Guidance for Responsible Business Conduct. The human rights and environmental due diligence conducted by the Business Partner shall be risk-based and appropriate for the size, nature, and circumstances of its business. This includes to identify, prevent, and mitigate potential and actual adverse impacts on people and the planet, with particular consideration for vulnerable groups.

Business Partner is expected to use only natural resources (including but not limited to minerals, metals and timber) that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct, environmental damage, animal abuse or funding for conflicts.

7.2 Responsible sourcing of conflict minerals

Business Partner shall implement special due diligence processes on conflict minerals (3TG; tin, tungsten, tantalum, and gold) and other critical raw materials from conflict and high-risk areas, in line with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, and ensure that their suppliers exercise due diligence within their operations and cascade the requirements to their supply chains to help stem the trade associated with the risk of financing armed conflict, and ensure proactive elimination of conflict minerals from products and the supply chain.

Business Partners reporting high-risk smelters are asked to closely monitor their supply chain and take the necessary measures to cease cooperation with these smelters. Business Partner also has the responsibility to provide consolidated reports at least once a year, in line with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, the US Dodd Frank Act and the EU Conflict Minerals Regulation.

7.3 Responsible sourcing of high-risk materials

As part of its due diligence, Business Partner shall continuously map its supply chain in line with a risk-based approach, preferably end-to-end. Increased traceability and supply chain transparency is key to identify, prevent, and mitigate potential and actual risks to people and planet.

Business Partner is required to fully support and co-operate with Polestar's efforts to secure full transparency and traceability of risk materials.

Upon Polestar's request, Business Partner shall provide further evidence and complete and truthful information on their supply chain and due diligence measures. Polestar expects its suppliers to maintain such tracking data and to be able to provide such information upon request.

With regard to animal-based materials, Business Partner shall support responsible sourcing practices to live up to the strictest standards of animal welfare.

8 Contacts

You may contact Polestar Legal in any of these ways:

Email:

legal@polestar.com

Postal mail:

Polestar

Att: Polestar Legal

Assar Gabrielssons Väg 9

SE-405 31 Göteborg

Sweden

Violations of this Code of Conduct for Business Partners or other Polestar policies can be reported via



<https://polestar.speakup.report/polestar-external>

Reports can also be made via phone on the SpeakUp phone numbers published on

<https://www.polestar.com/ethics>

Date:

Adopted by the Board of Directors of Polestar Automotive Holding UK PLC on 12 June 2025.

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This Code shall not be construed as an employment contract and does not give anyone any right to continued employment by Polestar.