

# Whistleblower Policy

## **OVERVIEW**

At Opticom, we are guided by our company values. These values are the foundation of how we conduct ourselves and interact with each other, our clients, suppliers and other stakeholders. Opticom is committed to ensuring corporate compliance and promoting ethical corporate culture by observing the highest standards of fair dealing, honesty and integrity in our business activities.

## **PURPOSE**

The policy has been put in place to ensure any concerns raised regarding any misconduct or improper state of affairs or circumstances in relation to Opticom's business are dealt with effectively, securely and appropriately.

Opticom encourages the reporting of any instances of suspected unethical, illegal, corrupt, fraudulent or undesirable conduct involving Opticom's business and provides protections and measures to individuals who make a disclosure in relation to such conduct without fear of victimization or reprisal.

This policy will be provided to all employees of Opticom upon commencement of their employment or engagement via Microsoft Teams (internal).

The policy is also available to persons outside the organization and can be accessed on Opticom's website.

Opticom may invite management and employees to attend training sessions to ensure ongoing education regarding the application of the policy.

## **SCOPE**

This policy applies to any person who is, or has been, any of the following with respect to Opticom:

- Employee;
- Partner;
- Contractor (including sub-contractors and employees of contractors);
- Supplier (including employees of suppliers);
- Consultant;
- Relative, dependant, spouse, or dependant of a spouse of any of the above.

This policy is intended to apply to the above persons in all countries in which Opticom operates a business.

## **REPORTABLE CONDUCT**

You may make a report or disclosure under this policy if you have reasonable grounds to believe that an Opticom employee, partner, contractor, supplier, consultant or other person who has business dealings with Opticom has engaged in Reportable Conduct which is:

- Dishonest, fraudulent or corrupt;
- Illegal (such as theft, dealing in or use of illicit drugs, violence or threatened violence and criminal damage to property);
- Unethical including any breach of Opticom’s policies such as the Code of Conduct;
- Irresponsible Information Management, including irresponsible marketing or irresponsible third-party data practices;
- Oppressive or grossly negligent;
- Potentially damaging to Opticom, its employees or a third party;
- Misconduct or an improper state of affairs;
- A danger, or represents a danger to the public or financial system;
- Harassment, discrimination, victimization or bullying.

Any disclosures that do not fall within the definition of Reportable Conduct, will not qualify for protection under the Act. It will be at Opticom’s discretion whether it considers there is a reasonable suspicion that the Reportable Conduct is occurring and/or whether the conduct constitutes “misconduct or improper state of affairs” under the Act.

For the avoidance of doubt, Reportable Conduct does not include personal work-related grievances. A personal work-related grievance is a grievance about any matter in relation to a staff member’s current or former employment, having implications (or tending to have implications) for that person personally and that do not have broader implications for Opticom. Examples of personal work-related grievances are as follows:

- An interpersonal conflict between the staff member and another employee;
- A decision relating to the engagement, transfer or promotion of the staff member;
- A decision relating to the terms and conditions of engagement of the staff member;
- A decision to suspend or terminate the engagement of the staff member, or otherwise to discipline the staff member.

Personal work-related grievances should be reported to Opticom’s Human Resource Manager.

## **MAKING A DISCLOSURE**

Opticom relies on its employees maintaining a culture of honest and ethical behavior. Accordingly, if you become aware of any Reportable Conduct, it is expected that you will make a disclosure under this policy.

There are several ways in which you may report or disclose any issue or behavior which you consider to be Reportable Conduct.

## **Internal Reporting**

You may disclose any Reportable Conduct to the Whistleblower Protection Officers listed below:

### **Anja Malmberg**

Human Resource Manager  
+46 (0)707 388 273  
anja.malmberg@opticom.se

### **Mikael Selling**

Chief Executive Officer & Partner  
+46 (0)708 39 90 13  
mikael@opticom.se

### **Carl Michael Bergman**

Chief Executive Officer & Partner  
+46 (0)708 39 90 02  
carl.michael@opticom.se

You can make a disclosure outside of business hours by contacting the above Whistleblower Protection Officers via email.

You are also encouraged to contact the above Whistleblower Protection Officers to obtain any additional information you may require before making a disclosure or for any clarification regarding this policy.

If you are unable to use any of the above reporting channels, a disclosure can be made to an "eligible recipient" within Opticom. Eligible recipients include:

- Project Managers
- Research Supervisors

The Whistleblower Protection Officer or eligible recipient will safeguard your interests and will ensure the integrity of the reporting mechanism.

## **Anonymity**

When making a disclosure, you may do so anonymously. It may be difficult for Opticom to properly investigate the matters disclosed if a report is submitted anonymously and therefore Opticom encourages you to share your identity when making a disclosure, however you are not required to do so. To make a disclosure on an anonymous basis, it is recommended that you use a pseudonym and contact the Whistleblowing Protection Officers in the manner outlined above.

## **INVESTIGATION**

Opticom will investigate all matters reported under this policy as soon as practicable after the matter has been reported. The Whistleblower Protection Officer will investigate the matter and where necessary, appoint an external investigator to assist in conducting the investigation. All investigations will be conducted in a fair, independent and timely manner and all reasonable efforts will be made to preserve confidentiality during the investigation.

If the report is not anonymous, the Whistleblower Protection Officer or external investigator will contact you, by your preferred method of communication to discuss the investigation process and any other matters that are relevant to the investigation.

Where you have chosen to remain anonymous, your identity will not be disclosed to the investigator or to any other person and Opticom will conduct the investigation based on the information provided to it.

Where possible, the Whistleblower Protection Officer will provide you with feedback on the progress and expected timeframes of the investigation. The person against whom any allegations have been made will also be informed of the concerns and will be provided with an opportunity to respond (unless there are any restrictions or other reasonable bases for not doing so).

To the extent permitted by law, the Whistleblower Protection Officer may inform you and/or a person against whom allegations have been made of the findings. Opticom will document the findings in a report. However, any report will remain the property of Opticom and will only be shared with you or any person against whom the allegations have been made if Opticom deems it appropriate.

## **PROTECTION OF WHISTLEBLOWERS**

Opticom is committed to ensuring that any person who makes a disclosure is treated fairly and does not suffer detriment and that confidentiality is preserved in respect of all matters raised under this policy.

### ***Protection from Legal Action***

You will not be subject to any civil, criminal or administrative legal action (including disciplinary action) for making a disclosure under this policy or participating in any investigation.

Any information you provide will not be admissible in any criminal or civil proceedings other than for proceedings in respect of the falsity of the information.

### ***Protection against Detrimental Conduct***

Opticom (or any person engaged by Opticom) will not engage in Detrimental Conduct against you if you have made a disclosure under this policy.

Detrimental Conduct includes actual or threatened conduct such as the following (without limitation):

- Termination of employment;
- Injury to employment including demotion, disciplinary action;
- Alternation of position or duties;
- Discrimination;
- Harassment, bullying or intimidation;
- Victimization;
- Harm or injury including psychological harm;
- Damage to a person's property;
- Damage to a person's reputation;
- Damage to a person's business or financial position; or
- Any other damage to a person.

Opticom also strictly prohibits all forms of Detrimental Conduct against any person who is involved in an investigation of a matter disclosed under the policy in response to their involvement in that investigation.

Opticom will take all reasonable steps to protect you from Detrimental Conduct and will take necessary action where such conduct is identified.

If you are subjected to Detrimental Conduct as a result of making a disclosure under this policy or participating in an investigation, you should inform a Whistleblower Protection Officer or eligible recipient in accordance with the reporting guidelines outlined above.

### ***Protection of Confidentiality***

All information received from you will be treated confidentially and sensitively. You will not be required to provide your name when making a disclosure. If you report on an anonymous basis, you will still qualify for the protections in this policy.

If you make a disclosure under this policy, your identity (or any information which would likely to identify you) will only be shared if you give your consent to share that information.

Where it is necessary to disclose information for the effective investigation of the matter, and this is likely to lead to your identification, all reasonable steps will be taken to reduce the risk that you will be identified. For example, all personal information or reference to you witnessing an event will be redacted from any report, you will be referred to in a gender-neutral context, where possible you will be contacted to help identify certain aspects of your disclosure that could inadvertently identify you. Any disclosure under this policy will also be handled and investigated by qualified staff.

Opticom will also take the following measures for protecting your identity:

- All paper and electronic documents and other materials relating to disclosures will be stored securely;
- Access to all information relating to a disclosure will be limited to those directly involved in managing and investigating the disclosure;

- Only a restricted number of people who are directly involved in handling and investigating a disclosure will be made aware of your identity (subject to your consent) or information that is likely to lead to your identification;
- Communications and documents relating to the investigation of a disclosure will not be sent to an email address or to a printer that can be accessed by other staff; and
- Each person who is involved in handling and investigating a disclosure will be reminded about the confidentiality requirements, including that an unauthorized disclosure of your identity may be a criminal offence.

If you are concerned that your identity has been disclosed in relation to a disclosure, and without your consent, you should inform a Whistleblower Protections Officer or eligible recipient immediately.

### ***SUPPORT AVAILABLE***

Any employee who makes a disclosure under this policy or is implicated as a result of a disclosure that is made may contact Opticom's Whistleblower Protections Officers for support to deal with any ongoing concerns you may have.

### ***OTHER MATTERS***

Any breach of this policy will be taken seriously and may result in disciplinary action, up to and including termination of employment.

In so far as this policy imposes any obligations on Opticom, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for employees, they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are set out in an employee's written employment contract.

Opticom may unilaterally introduce, vary, remove or replace this policy at any time.

Employees are encouraged to read this policy in conjunction with other relevant company policies, including the Code of Conduct.