

# CODE OF CONDUCT

## for suppliers and partners

### STATEMENT

GaveFabrikken A/S, including all group-affiliated companies, hereinafter called GaveFabrikken, provides corporate gifts to companies in Europe.

Corporate Social Responsibility is extremely important to GaveFabrikken and to our stakeholders.

GaveFabrikken support and respect the protection of internationally proclaimed human rights and ensure we are not complicit in human rights abuses. We are committed to following the 10 principles of the UN Global Compact in labour and human rights; health and safety; the environment; and business ethics, including anti-corruption.

We adhere to the principles of this Code of Conduct and expect the same from our suppliers and partners.

### INTRODUCTION

Our Code of Conduct aims to ensure that suppliers and partners of GaveFabrikken operate in accordance with local rules and regulations and internationally recognized minimum standards on human and labour rights, health, and safety, as well as environmental standards.

The Code of Conduct aims to ensure responsible and profitable growth together with our suppliers and partners.

Observance of the Code of Conduct will be a part of agreements or contracts between GaveFabrikken and our suppliers and partners.

### SCOPE OF APPLICATION

The scope of this Code of Conduct extends to all suppliers and partners of GaveFabrikken. It is the supplier's/partner's responsibility that its

employees and sub-suppliers do not violate the standards of this policy.

### GENERAL PRINCIPLES

The policy establishes minimum standards and GaveFabrikken will not accept any attempt to use this Code of Conduct to lower existing standards.

### LEGAL COMPLIANCE AND BREACHES

In addition to meeting the provisions of this Code of Conduct, suppliers and partners shall comply with all national laws and regulations and other applicable standards (e.g. collective bargaining agreements or other Code of Conduct policies).

GaveFabrikken strives to build long-term relationships with suppliers and partners. We value honest and open communication and believe that transparency is vital to successful business relationships.

In the event of non-compliance with this Code of Conduct or conflicts between the provisions of this Code of Conduct policy and national laws or other applicable standards, shall promptly be informed to GaveFabrikken to be evaluated by GaveFabrikken in cooperation with the supplier/partner to establish the most appropriate course of action.

Upon the request of GaveFabrikken, the supplier or partner shall provide evidence of its compliance with all obligations set out in this Code of Conduct.

GaveFabrikken reserves the right to terminate its agreements or refuse to do business with any supplier/partner who fails to comply with this Code of Conduct, notwithstanding any provision in any such agreement to the contrary and without thereby incurring any liability to the supplier/partner.

## LABOR RIGHTS

### Freedom of association and collective bargaining

Supplier/partner must respect the right of employees to join (or not) a labour union or other organisation of their choice and to bargain collectively in support of their mutual interests without fear of punitive actions such as intimidation, harassment or termination of employment. Where local law sets restrictions on the right to freedom of association and collective bargaining, the supplier/partner must allow alternative forms of worker representation, association and bargaining.

### Forced labour and freedom of movement

The supplier/partner must not participate in, nor benefit from, any form of forced labour, including bonded labour, forced prison labour, slavery, servitude, or human trafficking. Workers must have the freedom of movement during their employment. The supplier/partner shall refrain from retaining the identity cards, travel documents, and other important personal papers of its employees.

### Child Labour and Young Workers

The supplier/partner shall not engage in, nor benefit from, the use of child labour. The minimum age for employment shall not be lower than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years (or 14 years where established by national laws in accordance with the ILO developing country exception).

Where permitted by national laws, the supplier or partner may employ children between 12 and 15 to perform a few hours of light work per day. The work must entail simple tasks of a limited nature and not interfere with the children's educational responsibilities. Apprenticeship programs for children below the minimum employment age must be remunerated and clearly aimed at training.

The supplier/partner shall refrain from hiring young workers (below 18 years of age) to perform any type of work that is likely to jeopardize their health, safety, or morals.

### Non-discrimination and equal rights

The supplier/partner shall not engage in nor support discrimination based on race, skin color, gender, language, religion, political or other convictions, caste, national or social origin, property, birth, trade union affiliation, sexual orientation, health status, family responsibilities, age, and disability or other distinguishing characteristics.

Hiring, remuneration, benefits, training, advancement, discipline, termination, retirement or any other employment-related decisions shall be based on relevant and objective criteria and equal opportunities.

### Wages, benefits and working hours

The supplier/partner shall comply with legal minimum standards. Wages shall be paid in legal tender and on a regular basis. Deductions from wages shall be transparent and must never be used as a disciplinary measure.

Suppliers/partners employees must not be required to work more than 60 hours a week, including overtime, on a regular basis (or more than the limits on regular hours and overtime allowed by Applicable Laws). Wages for overtime must be paid in a legal tender regularly.

Suppliers/partners employees must be entitled to at least one day off in seven and must be given reasonable breaks while working and sufficient rest periods between shifts.

### Contracts

All workers shall be provided with a written, understandable, and legally binding labor contract or such other documentation of labor relationship as may be required by local legal standards. Working hours must be defined in the contract.

### Leave

Supplier/partner must ensure that employees shall be granted sick leave, annual holiday and parental leave in relation to the local legal standards. Employees who take such leave must not face dismissal or threat of dismissal.

**WORKPLACE HEALTH AND SAFETY**

The supplier/partner shall ensure that its workers are offered a safe and healthy working environment that meets the local legal standard. A healthy environment also includes as a minimum, providing all workers with clean toilet facilities and access to clean water.

The supplier/partner shall provide its employees with the protective equipment and training necessary to perform their tasks safely, including rules and procedures to be followed. In addition, the supplier/ partner must actively identify and eliminate, or adequately control, any hazards that present a risk to employees and to the environment. The supplier/partner must, in accordance with Applicable Laws, develop and maintain effective systems for informing and consulting employees on relevant health and safety matters; and keeping accurate records of occupational accidents, injuries, illnesses and known exposures to health and safety risks at work.

**CONDITIONS OF EMPLOYMENT AND WORK**

The supplier/partner shall protect workers from acts of physical, verbal, sexual, or psychological harassment, abuse, or threats in the workplace, whether committed by managers or fellow workers, including when determining and implementing disciplinary measures.

**CORRUPTION AND BRIBERY**

The supplier and partners must comply with all Applicable Laws relating to anti-corruption in connection with its business activities. The supplier and partners shall refrain from bribing or using any other method to unjustly influence public officials and/or the judiciary. It must not try to gain an undue advantage by promising, offering, or giving anything of value, directly or indirectly, to any public official, business partner or any other third party; or engage in any other form of corruption, extortion, embezzlement or fraud that seeks to unjustly obtain improper advantages or otherwise influence the outcome of its business dealings. Supplier/ partner must ensure that all relevant employees

and third parties know and comply with Applicable Laws.

Supplier/partner must not offer lavish gifts, to employees of GaveFabrikken, in an attempt to influence business decisions. Supplier/partner must ensure that any gifts and entertainment offered to employees are transparent and have a justifiable business rationale.

**ENVIRONMENT AND CLIMATE**

The supplier/partner shall take full responsibility for its impact on climate and environment and shall proactively work towards emission reduction and minimize the adverse environmental impact of its activities, products and services through a proactive approach and responsible management of its environmental aspects (including, but not limited to):

- Use of scarce natural resources, energy, and water
- Emissions to air and releases to water
- Handling of hazardous substances
- Handling of hazardous and non-hazardous waste
- Product issues (design, packaging, transport, use and recycling/disposal)

The supplier/partner must comply and keep up to date with all current Applicable Laws and other requirements relevant to the environmental and climate impacts.

GaveFabrikken or our inspection company must at all times have access to visit the supplier’s and partners facilities in order to ensure that our Code of Conduct is complied with.

Name of company \_\_\_\_\_

Date \_\_\_\_\_

Signed by \_\_\_\_\_