

United Nordic's Code of Conduct

United Nordic comprises Unil AS (Norway), Dagrofa ApS (Denmark) and Dagab Inköp & Logistik AB (Sweden) and affiliate Martin & Servera AB (Sweden)

TABLE OF CONTENTS

SECTION A - LAWS AND RULES 4

1. LEGAL REQUIREMENTS..... 4

SECTION B - CONDITIONS AT THE WORKPLACE 4

2. FORCED LABOUR 4

3. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING..... 5

4. CHILD LABOUR..... 5

5. DISCRIMINATION..... 5

6. PERSONAL INTEGRITY..... 6

7. OCCUPATIONAL HEALTH AND SAFETY 6

8. COMPENSATION..... 7

9. WORKING HOURS..... 7

10. EMPLOYMENT TERMS AND CONDITIONS 8

SECTION C - ENVIRONMENT, LOCAL COMMUNITIES AND USE OF RESOURCES 8

11. USE OF RESOURCES AND IMPACT ON THE LOCAL COMMUNITY 8

12. NATIONAL AND INTERNATIONAL ENVIRONMENTAL LEGISLATION 9

SECTION D - ANIMAL WELFARE 9

13. ANIMAL PROTECTION..... 9

SECTION E - ETHICS..... 10

14. ETHICAL REQUIREMENTS, ETC. 10

15. CORRUPTION AND BRIBES..... 10

SECTION F - MANAGEMENT SYSTEMS..... 11

16. MANAGEMENT SYSTEMS 11

SECTION G - COMPLIANCE..... 11

17. TRUST AND COOPERATION 11

18. INSPECTIONS 12

19. LACK OF COMPLIANCE..... 12

INTRODUCTION

United Nordic recognises our corporate social responsibility and our objective is to combine our business operations with social and environmental responsibility.

The United Nations' "Protect, Respect and Remedy" policy framework, as well as the accompanying guiding principles for companies and human rights (UN Guiding Principles on Business and Human Rights), lays the foundation for the corporate responsibility. United Nordic works according to these principles, which means that United Nordic is aware of the potential risks of violating human rights throughout our supply chains, and similarly acknowledges our responsibility for mitigating and responding to these risks by implementing suitable measures. United Nordic is guided by the same principles concerning environmental responsibility and anti-corruption along the supply chains; the company must be aware of the environmental risks, corruption and other risks of unethical business, and mitigate and respond to these risks.

United Nordic's Code of Conduct (the "Code of Conduct") is harmonised with the Ethical Trading Initiative's (ETI) Code of Conduct and is based on amfori BSCI's (Business Social Compliance Initiative) Code of Conduct version 1/2014 ("amfori BSCI's Code"). The Code of Conduct is also based on the United Nations' Universal Declaration of Human Rights, the United Nations' Convention on the Rights of the Child, and the United Nations' Convention on the Elimination of All Forms of Discrimination against Women, the International Labour Organisation's conventions on human rights at work, the OECD's Guiding Principles for Multinational Companies, and other relevant, internationally recognised agreements, including international environmental regulations. United Nordic supports the principles of the UN's Global Compact. United Nordic has adopted amfori BSCI's Code in full but has chosen to integrate it into the company's own Code of Conduct.

The Code of Conduct clarifies United Nordic's position, our requirements for, and undertakings to, both our suppliers and our personnel and other cooperating partners. United Nordic's overall objective is to increase respect for human rights, employee rights, environmental protection, anti-corruption, and ethical business both within the corporate group and among our business partners.

All companies that supply the United Nordic companies with products or services, including wholesalers, retailers, commercial agents, and others, as well as direct producers and manufacturers (hereinafter the "Supplier") shall comply with applicable requirements of the Code of Conduct. The Supplier shall ensure that its sub-suppliers, workers, consultants, and other contractors comply, in turn, with the requirements of the Code of Conduct. Through the United Nordic companies' membership in amfori BSCI, United Nordic has committed to working on careful follow-up to ascertain the Supplier's compliance with these requirements.

The Supplier is expected to be able to show that it has done its utmost to comply with the Code of Conduct, and that its sub-suppliers, in turn, do the same. The Supplier must be aware of where there may be risks in the supply chain which could entail deviations from the Code of Conduct, and be able to state how the Supplier is working to mitigate and respond to these risks. In regions where there is widespread poverty or other challenges to respecting human rights and unethical business activity, we expect that the Supplier will work continuously for improvements in cooperation with both public authorities and organisations, as well as with United Nordic and other purchasers.

United Nordic conducts on-going risk assessments and has procedures for detecting and counteracting negative environmental effects and human rights violations throughout the entire supply chain. The Supplier is expected to investigate the root causes of such negative effects on the environment and of human rights violations.

A key to improved working conditions is dialogue between workers and employers, as well as effective management systems. Functioning collective bargaining and internal systems for

maintaining good working conditions can never be replaced by controls in the form of social audits. As a result, United Nordic, in line with amfori BCSI's requirements, encourages dialogue between workers and employers, and follows up to confirm that the Supplier has its own internal management systems for working systematically with environmental responsibility, working environment and working conditions.

United Nordic is convinced that we, together with the Supplier, can contribute to more ethical business conduct, better working conditions and environmental responsibility, and we will readily cooperate with the Supplier in this work. In return, we expect honesty and commitment from the Supplier.

The specific requirements that United Nordic imposes on the Supplier are set forth below. All requirements shall also apply to seasonal workers, workers employed through intermediaries, and migrant workers.

SECTION A - LAWS AND RULES

1. Legal requirements

1.1 One of United Nordic's fundamental rules is that the Supplier must comply with the national and international laws and regulations which apply to the business activities in the countries where the Supplier does business.

1.2 Where any requirement in the Code of Conduct is stricter or more stringent than what applies under such national legislation, the Code of Conduct takes precedence.

SECTION B - CONDITIONS AT THE WORKPLACE

2. Forced labour

ILO Conventions No. 29 and 105

Forced labour entails that workers are obliged to work under some kind of physical, psychological, or financial compulsion. Companies can also be seen as jointly responsible if they benefit from a business partner's exploitation of forced labour. Migrant work or forms of employment through intermediaries entail a greater risk of forced labour and thus require special care.

2.1 No form of forced labour, wage slavery, or involuntary labour may take place. These zero tolerances of forced labour apply to all workers at the Supplier's workplaces, irrespective of form of employment.

2.2 Workers shall not be required to pay any deposit for their employment, including payment for such items as tools or work clothes, or required to surrender their identity papers to an employer. Workers shall be free to terminate their employment after a reasonable period of notice.

2.3 Workers shall have the right to leave the workplace at the end of the working day.

3. Freedom of association and collective bargaining

ILO Conventions No. 87, 98, 135 and 154

3.1 Workers shall, without exception, have the right to organise into trade unions and to bargain collectively.

3.2 The Supplier may not discriminate against trade union representatives or prevent them from doing their trade union work or prevent their access to workers at the workplace.

3.3 If the rights stated above are limited by national legislation, the Supplier shall facilitate the development of, and under no circumstances shall it impede, parallel mechanisms for independent associations and bargaining.

4. Child labour

The UN Convention on the Rights of the Child, ILO Conventions No. 79, 138 and 182, ILO Recommendation No. 146, and UNICEF's Children's Rights and Business Principles

4.1 Children under the age of 18 shall not engage in labour that is hazardous to their health, safety, or morals. This includes night work.

4.2 Children under the age of 15 (14 or 16 in certain countries) may not engage in labour in such a way that obstructs or has a negative impact on their compulsory education. Moreover, their rights to play and free time may not be obstructed.

4.3 Recruitment of labour in contravention of the above is unacceptable. The Supplier shall have in place procedures for age verification of workers. If impermissible child labour is already taking place, measures shall be taken immediately. Such child labor must be terminated immediately and an action plan, consistent with the recommendations of UNICEF and Save the Children focusing on the best interests of the child, shall be prepared. The children in question shall be given the possibility to attend school for as long as they are subject to compulsory schooling. In situations where it is appropriate, the work shall be offered to an adult member of the child's family.

4.4 Young workers between the ages of 15 and 18 shall be entitled to special protection, for example they may not work during inconvenient working hours or be present in hazardous or harmful working environments. Their work may not impair possibilities for education, they shall be protected against financial exploitation, and their right to grievance mechanisms shall be especially attended to.

5. Discrimination

ILO Conventions No. 100, 111, 143, 169 and 183, and the UN Convention on Discrimination Against Women

5.1 Workers may not be discriminated against based on ethnic origin, nationality, religion, caste, age, disability, gender, marital status, family responsibilities, health status, sexual orientation, trade union membership, or political affiliation.

5.2 Measures shall be taken to protect workers from being sexually harassed, humiliated, or exploited, as well as from discrimination or termination of employment on unfair grounds, e.g. marriage, pregnancy, parenthood, and HIV status.

5.3 All workers with the same experience and qualifications shall receive equal pay for equal work. Wages shall reflect an employee's training and skills.

6. Personal integrity

6.1 Corporal punishments or physical assaults, or threats of physical assault, shall be prohibited. The same applies to sexual assault, as well as verbal harassment and other forms of humiliation.

6.2 All disciplinary measures must be documented in writing and are to be explained orally to workers in clear and understandable terms.

6.3 Data collected from sub-suppliers, customers and workers shall be processed using security procedures to prevent unauthorised disclosure and harm. Personal data shall always be processed with respect for personal integrity and in accordance with applicable legislation and regulatory frameworks.

6.4 The workplace shall offer the possibility and space for personal privacy. The solutions can vary but may, for example, include lockers for personal belongings and separate hygiene facilities for men and women.

7. Occupational health and safety

ILO Conventions No. 155 and 184, and ILO Recommendation No. 164

7.1 The working environment shall be safe and conducive to good health, taking into account general knowledge of the industry and specific risk factors.

7.2 A clear set of regulations and procedures must be drafted and followed in respect of a safe working environment, protective equipment, fire protection, and emergency preparedness. A management representative responsible for the health and safety of the workers shall be appointed. Systems shall be put in place and applied to detect, avoid, and respond to potential threats to health and safety including, but not limited to, risks associated with operational work and work with machinery, transportation and delivery of goods and/or services, and shall cover all workers.

7.3 The work environment management should take place in collaboration between management and the employee's representatives, in order to attain a workplace that is safe and healthful in the long term.

7.4 All workers shall receive regular and documented health and safety training. Such training must be repeated for new or rehired workers. Health and safety information shall be made available in a manner and language that can be understood by all workers.

7.5 Workers shall have access to clean sanitation facilities and clean drinking water. If necessary, the Supplier shall also ensure access to facilities for safe food storage. If the Supplier provides lodging, the lodging shall be clean, safe, adequately ventilated, and have access to clean sanitation facilities and clean drinking water. Fire safety and emergency preparedness and response shall be of the same standard as in the workplace.

7.6 A particularly safe working environment and protection shall be in place for vulnerable individuals, such as young workers, pregnant workers and apprentices.

7.7 If needed, suitable and effective personal protective equipment shall always be provided to all employees, free of charge.

7.8 The Supplier shall maintain a register of accidents and injuries involving the workforce. The Supplier shall ensure that workers are covered under mandatory insurance schemes in accordance with applicable national legislation. In the event of accidents and injuries, the Supplier shall ensure the best possible protection for the workers. In the event of imminent danger, workers shall have the right to leave the workplace without asking for permission.

7.9 The Supplier shall ensure that relevant medical assistance is available at the workplace, for example first aid and/or access to a nurse or doctor.

8. Compensation

ILO Conventions No. 26, 95 and 131

8.1 All workers have the right to receive reasonable compensation which is sufficient to cover the expenses for a decent standard of living for them and their families, as well as a right to the social benefits required under the law. The workers' wages shall, at a minimum, comply with wages mandated by national minimum wage legislation or industry standards adopted based on collective bargaining, whichever is higher. The wages shall always cover costs of living and provide some latitude for savings. The level of wages shall reflect the experience and training of the employee and shall apply to regular working hours.

8.2 Overtime shall be compensated at a premium rate according to national law and shall never be less than 1.25 times the regular wage.

8.3 Wages, as well as procedures for how and when wages are to be paid, shall be agreed in writing before work begins.

8.4 Wages shall be paid regularly, on time, and in legal currency.

8.5 It is impermissible to use wage deductions as a disciplinary measure. Deductions are permissible only in accordance with the provisions of applicable law or collective agreements.

9. Working hours

ILO Conventions No. 1 and 14, and ILO Recommendation No. 116

9.1 The Supplier shall ensure that workers do not work more than 48 during an ordinary work week. Applicable national laws, industry benchmark standards or collective agreements are to be interpreted within the international framework set out by the ILO.

9.2 Exceptions to the above limit of working hours per week are only permissible in accordance with the exceptions specified by the ILO. In cases of exceptional workload, the maximum for working hours shall be determined after consultation with the employee organisation or the affected workers. The recommended maximum working hours, including overtime, is 60 hours per week.

9.3 Overtime shall only be used on an exceptional basis, shall be voluntary, and may never entail that the workers will be exposed to greater work environment hazards than during ordinary working hours.

9.4 The Supplier shall guarantee its workers the right to resting breaks during every working day and the right to at least one day off per week unless exceptions are provided for in collective agreements. National public holidays shall be respected in accordance with legislation or collective agreements.

10. Employment terms and conditions

ILO Convention No. C175

10.1 Obligations to workers in accordance with international conventions and/or national legislation and regulations concerning employment conditions may not be avoided by means of short-term employment (such as short-term labour force, temporary employment, or day labour), provision of a labour force from temporary employment agencies, or other forms of employment.

10.2 Each employee is entitled to an employment contract, which is written in a language and worded in a way that the employee understands. The employment contract shall, at a minimum, state the following: working hours, compensation for overtime, notice of termination period, monthly wages, and method for calculation, and time for payment, of wages.

10.3 The length and content of any apprenticeship program must be clearly specified and correspond to the purposes and rights set out in national law. Apprenticeship programs and apprentices shall not replace work for regular personnel.

10.4 The Supplier shall take into consideration workers who have children, especially seasonal and migrant workers with children located elsewhere, so that these workers have the possibility of combining work with parenthood.

SECTION C - ENVIRONMENT, LOCAL COMMUNITIES AND USE OF RESOURCES

ILO Convention No. C169

11. Use of resources and impact on the local community

11.1 The Supplier shall assess its impact on the local population and local community and shall take necessary measures to avoid any negative impact. The immediate vicinity surrounding the Supplier's production site may not be excessively exploited or degraded by pollution.

11.2 In cases of conflict with the local community concerning the use of land or other natural resources, the Supplier, through negotiation, shall ensure that respect is shown to the greatest extent possible for individual and collective rights to land and other resources based on customs and traditions, including in cases where such rights have not been formally registered. In processes where there is a risk of compromising the rights of indigenous people, the Supplier is expected to observe the principle of the right to free, prior, and informed consent (FPIC) in accordance with the UN's Declaration on the Rights of Indigenous Peoples.

11.3 Production and extraction of raw materials for production shall not contribute to destruction of natural resources or income for marginalised population groups, for example by claiming large land areas or other natural resources upon which such population groups depend.

12. National and international environmental legislation

12.1 Production and transport shall not conflict with national legislation or international provisions, such as the CITES global conservation convention (Convention on International Trade in Endangered Species of Wild Fauna and Flora).

12.2 All necessary environmental permits, approvals, and registrations for the business activities shall be obtained, maintained, and kept updated, and operational and reporting requirements stated therein shall be followed.

12.3 Measures shall be taken to reduce and avoid negative effects on health, natural resources, and the environment throughout the value chain through minimising emissions/effluents into the air, soil, and water, as well as to promote efficient and sustainable use of resources, including use of energy and water. Biological diversity and environmentally protected areas shall be safeguarded.

12.4 No form of illegal environmental activity or ruthless exploitation of natural resources shall take place in the Supplier's business.

12.5 Routines shall be established to minimise or eliminate emission of greenhouse gases as well as contamination and waste in production and transport. Local, regional, and global environmental issues shall be taken into account.

12.6 Use of chemicals, insecticides/pesticides, and other material that constitutes a hazard to humans or the environment shall be identified, evaluated, labelled, and handled with care in order to ensure safe handling, relocation, storage, use, recycling, or reuse and removal. The use of such material shall be minimised.

SECTION D - ANIMAL WELFARE

13. Animal protection

13.1 Animal welfare shall be safeguarded in all stages of the Supplier's supply chain, for example in primary production, husbandry, production, and transport. Animals shall be treated, at a minimum, in accordance with the national legislation governing animal welfare in the country where they are kept and handled.

13.2 All animals involved in the Supplier's supply chain shall be healthy and be provided with good care in a proper animal housing environment. Medical treatment shall be provided in case of illness, and with a restrictive and judicious use of antibiotics.

13.3 The Five Freedoms of Animal Welfare are essential and thus, at a minimum, animals shall have:

- freedom from hunger and thirst;
- freedom from discomfort;
- freedom from pain, injury, and disease;
- freedom from fear and distress; and
- freedom to express normal and natural behaviour.

13.4 All animals shall be stunned before slaughter.

SECTION E – ETHICS

14. Ethical requirements, etc.

14.1 The Supplier shall conduct business according to the highest applicable ethical standards. The Supplier's business relationships shall be characterised by independence and integrity.

14.2 The Supplier shall comply with applicable competition and marketing legislation and shall apply good business practices.

14.3 If the Supplier supplies or handles tin, tantalum, tungsten, gold, and/or other minerals which can be regarded as so-called conflict minerals, the Supplier shall have clear guidelines in place for handling conflict minerals and be able to show the country of origin of the minerals. Such guidelines shall also include cobalt. A due diligence process shall be in place to monitor and trace the supply chain for the minerals for the purpose of verifying that the minerals do not directly or indirectly finance armed groups in the Democratic Republic of Congo or nearby countries. The Supplier shall be able to show such due diligence measures upon request.

14.4 Intellectual property rights shall be respected. Transfer of technology and know-how shall take place in a way that protects intellectual property rights. Customer and supplier information shall be protected.

14.5 The Supplier shall not engage in, assist, or facilitate any form of money laundering or other economic crimes. All reasonable steps shall be taken to ensure that financial transactions in which they are involved are not used to launder proceeds of illegal activity.

14.6 The Supplier shall comply with applicable economic sanctions and export/import control laws. Suppliers shall take all reasonable steps to ensure that they do not conduct business in or with a sanctioned country, territory, group, organization or individual. If the Supplier becomes aware of any person or entity within their supply chain or wider business operations who is or may be subject to economic sanctions, the Supplier shall immediately notify the relevant United Nordic party to discuss the appropriate action. The Supplier shall also assess whether government authorisation is required before engaging in activities involving restricted items and will obtain and comply with all required authorisations.

15. Corruption and bribes

The UN Convention against Corruption

15.1 United Nordic has zero tolerance for corruption and bribery in any form. Corruption includes bribery, facilitation payments and trading in influence, and the prohibition applies regardless of whether such activity take place directly or through third parties.

15.2 The Supplier shall comply with all applicable anti-corruption laws and regulations and take active steps to ensure that corruption does not occur in relation to the business activities. The Supplier shall establish and follow an anti-bribery/anti-corruption policy in all business activities.

15.3 The Supplier and its management and employees shall not directly or indirectly be involved in any form of corruption and shall not directly or indirectly offer, promise, demand, require or accept improper advantages for example by giving or receiving bribes in the form of monetary gifts or other types of benefits. This also includes invitations, travel, or participation in events with suppliers or business connections without approval of the line manager. United Nordic also recognises that the definition of corruption covers improper advantages regardless of whether any commercial gain is returned in that regard.

10

15.4 The Supplier shall demonstrate transparency and shall always be able to provide an account of the supply chain to the extent possible. United Nordic does not tolerate misleading or false information.

SECTION F - MANAGEMENT SYSTEMS

16. Management systems

16.1 The Supplier shall define and implement a policy for social accountability, including rules regarding child labour, forced labour, discrimination, harassment, corruption, grievances, and all of the other requirements of amfori BSCI and the Code of Conduct. The policy shall be communicated and accessible to all workers.

16.2 The Supplier's senior management shall define and implement a management system to ensure that the requirements of this Code of Conduct are met.

16.3 Management shall be responsible for effective implementation and continual improvements through taking corrective measures and conducting periodic review of the requirements of the Code of Conduct. Management is also responsible for communicating the requirements of the Code of Conduct to all workers.

16.4 The Supplier shall investigate and respond to workers' feedback regarding how the company complies with its policy and/or meeting the requirements of the Code of Conduct and shall rectify any shortcomings.

16.5 The Supplier shall establish or participate in the establishment of a grievance mechanism at the workplace. Such a grievance mechanism aims at ensuring that workers at the workplace or other affected individuals in the local community can have their grievances heard and rectified. These grievance mechanisms shall not supersede applicable legal systems but are a supplement to resolve conflicts at the workplace before they escalate.

16.6 The Supplier shall refrain from disciplining, dismissing, or discriminating against any employee who provides information concerning compliance with this Code of Conduct.

SECTION G – COMPLIANCE

17. Trust and cooperation

17.1 United Nordic expects the Supplier to be transparent, respect the Code of Conduct, and actively do its utmost to meet the requirements and goals of the Code of Conduct.

17.2 The Supplier shall map out the supply chain and carry out a risk assessment regarding where

11

there may be risks of violating the Code of Conduct and/or underlying principles, and shall take measures to avoid these risks. This risk assessment shall be continually updated.

17.3 United Nordic understands that some non-compliances take time to correct since the underlying causes may, in part, originate in the surrounding community. United Nordic believes in cooperation and is willing to collaborate with the Supplier, authorities, trade unions, and industry organisations to find solutions in each individual case.

18. Inspections

18.1 The Supplier may be asked to participate in a self-assessment process or an evaluation process, during which the Supplier undertakes to cooperate and provide full transparency.

18.2 United Nordic works with social compliance audits and follow-up measures, including within the amfori BSCI system, to verify that the Supplier and its sub-suppliers meet the requirements of the Code of Conduct. In the event of any suspected anomaly or non-compliance with the Code of Conduct, United Nordic reserves the right to make unannounced visits to the Supplier and all factories which produce goods/services for United Nordic. United Nordic also reserves the right to appoint an independent third party (for example non-governmental organisations or consulting firms) to conduct inspections to ensure compliance with the Code of Conduct.

19. Lack of compliance

19.1 Each and every case of violation of the Code of Conduct will be evaluated and handled based on the severity of the violation. United Nordic has (through the contracting company) the right to terminate the contract and cooperation with the Supplier in the event of repeated violations of the Code of Conduct.

19.2 Further, if the Supplier violates the Code of Conduct in any material respect United Nordic (through the contracting company) is entitled to terminate the contract and cooperation with the Supplier. Such examples include but are not limited to:

- Presenting false information.
- Offering or accepting bribes or being guilty of any other form of corruption.
- Not implementing improvements in the event of deviations from the Code of Conduct within an agreed time frame without a reasonable explanation.
- In other ways showing that they do not share United Nordic's view of sustainable business, and thereby not respecting the Code of Conduct.
