

## **ADDBRAND DENMARK Code of conduct**

ADDBRAND DENMARK is committed to the highest standards of integrity and sustainability. This code of conduct sets forth minimum workplace and business practice standards for ADDBRAND DENMARK and any supplier doing business with ADDBRAND DENMARK including subsidiaries, joint ventures, divisions or affiliates.

ADDBRAND DENMARK requires its suppliers and their employees to commit to this code of conduct as a condition of doing business. The code of conduct is global in nature and is consistent with our company's values.

ADDBRAND DENMARK and its suppliers and their employees are encouraged to report potential violations of, or to ask questions regarding, this ADDBRAND DENMARK and its suppliers Code of Conduct directly to ADDBRAND DENMARK.

### **Labor and Human Rights**

#### **1. Antidiscrimination**

i. ADDBRAND DENMARK and its suppliers shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, union membership, or other legally protected characteristic in hiring and other employment practices.

#### **2. Anti-Harassment and Abuse**

i. ADDBRAND DENMARK and its suppliers shall treat employees with dignity and respect and will not engage in or permit corporal punishment or threats of violence. ADDBRAND DENMARK and its suppliers shall not engage in or permit harassment whether based on gender, race, color, religion, ethnicity, age, sexual orientation, national origin, disability, maternity or any other legally protected characteristic.

#### **3. Prevention of Involuntary Labor and Human Trafficking**

i. ADDBRAND DENMARK and its suppliers shall comply with all applicable regional/local anti-slavery rules, regulations, and laws. ADDBRAND DENMARK and its suppliers shall ensure that all work is voluntary. ADDBRAND DENMARK and its suppliers shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation.

ii. ADDBRAND DENMARK and its suppliers shall not withhold workers' original government-issued identification and travel documents. ADDBRAND DENMARK and its suppliers shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers. ADDBRAND DENMARK and its suppliers shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities.

iii. ADDBRAND DENMARK and its suppliers shall ensure that the third-party recruitment agencies it uses are compliant with the provisions of this Code and the law. ADDBRAND DENMARK and its suppliers recruiting foreign contract workers either directly or through third party agencies shall be

responsible for payment of all fees and expenses in excess of one month of the worker's anticipated net wages.

#### 4. Prevention of Underage Labor and Juvenile Worker Protections

i. ADDBRAND DENMARK and its suppliers shall employ only workers who meet the applicable minimum legal age requirement, except that in no event shall ADDBRAND DENMARK and its suppliers employ any person under the age of 16, even if local law permits otherwise. ADDBRAND DENMARK and its suppliers shall also comply with all other applicable child labor laws according to local regulations. ADDBRAND DENMARK and its suppliers may employ juveniles who are older than the applicable legal minimum age but are younger than 18 years of age, provided they do not perform work that might jeopardize their health, safety, or morals.

#### 5. Working Hours, Wages and Benefits

i. ADDBRAND DENMARK and its suppliers' plants shall set working hours, wages and over-time pay in compliance with all applicable laws.

ii. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.

#### 6. Freedom of Association and Collective Bargaining

i. As legally permitted, ADDBRAND DENMARK and its suppliers shall freely allow workers to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively where a legally recognized right to do so exists, without interference, discrimination, retaliation, or harassment. In the absence of formal representation, ADDBRAND DENMARK and its suppliers shall ensure that workers have a mechanism to report grievances and that facilitates open communication between management and workers.

### **Health and Safety**

#### 1. Occupational Health, Safety, and Hazard Prevention

i. ADDBRAND DENMARK and its suppliers shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls, and/or administrative controls. ADDBRAND DENMARK and its suppliers shall provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use.

ii. While on-site at a ADDBRAND DENMARK location; ADDBRAND DENMARK and its suppliers shall comply with ADDBRAND DENMARK's Safety Policies and any site-specific requirements.

#### 2. Emergency Prevention, Preparedness, and Response

i. ADDBRAND DENMARK and its suppliers shall identify and assess potential emergency situations. For each situation, ADDBRAND DENMARK and its suppliers shall develop and implement emergency plans and response procedures that minimize harm to life, environment, and property.

### 3. Incident Management

- i. ADDBRAND DENMARK and its suppliers shall have a system for workers to report health and safety incidents and near-misses, as well as a system to investigate, track, and manage such reports.
- ii. ADDBRAND DENMARK and its suppliers shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

## **Environment**

### 1. Permits

- i. ADDBRAND DENMARK and its suppliers shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.

### 2. Regulated substances

- i. ADDBRAND DENMARK and its suppliers shall comply with regulated substance specifications and with any applicable laws and regulations prohibiting or restricting the use or handling of specific substances.

### 3. Waste management

- i. ADDBRAND DENMARK and its suppliers shall endeavor to reduce or eliminate solid waste, wastewater, and air emissions by implementing appropriate conservation measures in their production, maintenance, and facility processes

### 4. Non-Hazardous Waste

- i. ADDBRAND DENMARK and its suppliers shall manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws and regulations, before discharge.

## **Ethics**

### 1. Business Integrity

- i. Bribes, kickbacks, and similar payments are strictly prohibited. This ban applies even when local laws may permit such activity. Employees, ADDBRAND DENMARK and its suppliers, and agents acting on behalf of ADDBRAND DENMARK are strictly prohibited from accepting such considerations under any circumstances

- ii. ADDBRAND DENMARK and its suppliers shall adhere to standards of fair business, advertising, anti-trust and competition

### 2. Disclosure of Information

- i. Disclose to ADDBRAND DENMARK information regarding potential conflicts of interest relating to your activities as a ADDBRAND DENMARK and its suppliers including disclosure of any financial interest an ADDBRAND DENMARK employee may hold in your business

### 3. Protection of Intellectual Property

- i. ADDBRAND DENMARK and its suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.
- ii. ADDBRAND DENMARK and its suppliers will comply with ADDBRAND DENMARK's request for a formal Non-Disclosure agreement upon request

## **Gifts and Entertainment**

### 1. General Guidance

- i. ADDBRAND DENMARK recognizes that it is customary for some of its ADDBRAND DENMARK and its suppliers to occasionally give small gifts of nominal value or offer modest business entertainment to those with whom they do business
- ii. It is important that any gifts and entertainment events do not affect an employee's business judgment or give the appearance that judgment may be affected. ADDBRAND DENMARK and its suppliers and employees of ADDBRAND DENMARK should recognize that nominal value changes from country to country and follow the locally appropriate amounts.

### 2. Gift and Entertainment Guidelines

- i. When doing business with ADDBRAND DENMARK a supplier may, for legitimate business purposes offer gifts or entertainment, provided however that in each instance the gift or entertainment:
  - a. is consistent with usual business practice
  - b. does not take the form of cash, gift certificates or securities
  - c. is unsolicited
  - d. is not a bribe, kickback or other illegal or illicit payment
  - e. is not given in exchange for any consideration
  - f. would not embarrass ADDBRAND DENMARK or the employee if disclosed publicly; and
  - g. does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

### 3. Violation

- i. Any ADDBRAND DENMARK employee or supplier that violates the provisions of this Section when conducting business on behalf of ADDBRAND DENMARK risks immediate loss of all existing and future ADDBRAND DENMARK business