

Qliro Group Business Partners Code of Conduct

Qliro Group (including its subsidiaries) - hereafter “Qliro Group” or “we” - is committed to conducting our business with a high ethical ambition. We strive to conduct our relationships with our business partners in a proper way and we seek to develop relationships with our business partners that conduct their business in an ethical manner.

Among other things, we expect our business partners to:

- ensure that their business is conducted in accordance with applicable legislation and regulations;
- ensure that they do not engage in any form of corruption or bribery;
- support universal human rights in compliance with the UN's conventions on human rights, the UN's convention on the right of the child and ILO's convention on decent employment opportunities;
- respect the business partners' employees' freedom of association;
- judge the business partners' employees and contractors based upon their ability to do their jobs and not upon their physical and/or personal characteristics or beliefs, affirming the principle of no unlawful discrimination based on ethnical background, religion, nationality, gender, marital status, age, sexual orientation or any other status unrelated to the individual's ability to perform his/her job;
- provide a safe workplace for the employees, with policies and practices in place to minimise the risk of accidents, injuries, and exposure to health risks;
- neither employ anyone under the legal working age, nor condone physical or other unlawful abuse or harassment, or the use of forced or other compulsory labor in any of the business partners' operations;
- compensate their employees fairly and competitively relative to their industry in full compliance with applicable labor law and regulations, and to offer opportunities for employees to develop their skills and capabilities; and
- conduct business in a sustainable way that protects and preserves the environment.

Therefore, we have adopted the Business Partners Code of Conduct (outlined in the [Appendix](#) below), which we require our business partners to accept and comply with. This should be done by including the Business Partners Code of Conduct as an appendix to the agreement between Qliro Group (or any of its subsidiaries, as applicable) and the relevant business partner.

APPENDIX

CODE OF CONDUCT FOR BUSINESS PARTNERS

1. INTRODUCTION

- 1.1 Qliro Group AB (including its subsidiaries) - hereafter “**Qliro Group**” or “**we**” - is committed to ensuring a high standard of ethical and environmental trade practices, including the provision of safe working conditions and the protection of workers' rights, across its businesses.
- 1.2 We conduct our business in accordance with the provisions of this Business Partners Code of Conduct (“the **Code**”) and require our business partners to comply with the Code's provisions and to demonstrate a similar commitment to an ongoing programme of ensuring and, where necessary, improving, ethical and environmental practices.
- 1.3 We are committed to working closely with our business partners to achieve a long-term, sustainable social and environmental standard in facilities in which products that are supplied to us are produced and in the operations of our business partners.
- 1.4 We base our requirements mainly on internationally recognised standards such as the Universal Declaration of Human Rights, The UN Convention on the Rights of the Child, applicable International Labour Organisation (“**ILO**”) Conventions, and national legislation.
- 1.5 Our requirements respect and promote the fundamental rights set out in the ILO Declaration on Fundamental Principles and Rights at Work, namely:
 - (a) effective abolition of child labour (ILO Convention 138 and 182);
 - (b) elimination of all forms of forced or compulsory labour (ILO Convention 29 and 105);
 - (c) elimination of discrimination in respect of employment (ILO Convention 100 and 111); and
 - (d) freedom of association and the effective recognition of the right to collective bargaining (ILO Convention 87 and 98).
- 1.6 Our requirements are applicable irrespective of the ratification by the local country of the relevant internationally recognised standards.

2. CHILD LABOUR

- 2.1 All employees must have reached the age of 15 years, or have reached the minimum legal working age under local law, whichever is the higher.
- 2.2 All legal limitations on the employment of persons below the age of 18 years must be followed. We recognise the rights of every child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

3. FORCED AND COMPULSORY LABOUR

- 3.1 We do not accept any forms of forced or bonded labour and we do not accept the use of illegal labour in the production of goods or services.
- 3.2 Employees must be free to leave their employment upon reasonable notice.

4. DISCRIMINATION

No employee shall be discriminated against in employment or occupation on the grounds of gender, age, pregnancy, sexual orientation, religion, political opinion, ethnic or national origin, disability or union membership.

5. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

All employees have the right to form or join associations of their own choosing, and to bargain collectively. We do not accept disciplinary or discriminatory actions from an employer against employees who choose to peacefully and lawfully organise or join an association.

6. ADDITIONAL EMPLOYEES' RIGHTS

6.1 Identification Documents / Deposits

An employer must not require an employee to lodge deposits or identification documents as a condition of work.

6.2 Agency Workers

Employees employed through an agent or contractor are the responsibility of the business partners, and are thus covered by this Code.

6.3 Migrant Workers

Migrant workers shall have the same entitlements as local workers. Any commissions and other fees in connection with employment of migrant workers must be covered by the employer.

6.4 Respect and Dignity

Every employee shall be treated with respect and dignity. Under no circumstances do we accept the use by our business partners and/or their subcontractors of humiliating or corporal punishment, and no employee shall be subject to physical, sexual, psychological or verbal harassment or abuse.

6.5 Employment Contract

All employees shall be entitled to a written employment contract, in the local language, stipulating the employment terms and conditions. The employer should ensure that all employees are aware of their legal rights and obligations.

6.6 Wages

Wages must be paid regularly, on time, and must reflect the experience, qualifications and performance of the employee. The minimum requirement is that employers shall pay at least the statutory minimum wage, the prevailing industry wage or the wage negotiated in a collective bargaining agreement, whichever is higher. All other types of legally mandated benefits and compensations shall be paid. No unfair deductions are allowed, and the employee should have a right to a written specification of how the wage has been calculated.

6.7 Working Hours

Ordinary working hours must not exceed the applicable legal limit and shall never exceed 48 hour per week. Overtime hours must not exceed the numbers allowed by the local labour laws. If such limits do not exist, overtime work should not exceed 12 hours per week. Overtime work must always be voluntary and compensated in accordance with the law. Piece-rate work should not be exempted from the right to overtime compensation. Employees should be entitled to at least one day off in every seven-day period.

6.8 Leave

Employees shall be granted and correctly compensated for any types of paid leave to which they are legally entitled. Examples of such leave include annual leave, maternity/parental leave and sick leave.

7. HEALTH AND OCCUPATIONAL SAFETY

7.1 Working Facility Safety

We require our business partners to make the employees' safety a priority at all times. No hazardous equipment or unsafe working facilities are acceptable.

7.2 Fire Safety

Emergency exits on all floors must be clearly marked, well-lit and unblocked all the way out of the building. Evacuation through emergency exits must be possible at all times. Every person working on the premises must be trained at regular intervals in how to act in case of fire or other emergency. Regular evacuation drills for all employees should be conducted; evacuation plans and firefighting equipment must be in place.

7.3 Accidents and First Aid

An employer must work proactively to avoid accidents that may cause harm to any employee in the workplace. Relevant first aid equipment must be available.

7.4 Working Environment

The premises must be regularly maintained and cleaned and must provide a healthy working environment.

7.5 Accommodation.

If a business partner provides accommodation facilities for its employees, the above requirements regarding fire safety and cleanliness should also cover that accommodation. The accommodation must be separated from the workplace and have a separate entrance. The employees should have free access to the accommodation.

8. ENVIRONMENT

8.1 The environment is of increasing concern globally and we expect our business partners to act responsibly in this respect. Our business partners must comply with all applicable environmental laws and regulations in the country of operation. The business partners must have relevant environmental permits and licences for their operations. All certificates and permits should be made available to us upon request.

8.2 We expect our business partners to use resources such as water and energy efficiently and to avoid or reduce any waste and emissions as a result of their business activities.

8.3 Our business partners shall do their utmost to minimize weight and volume of product packaging and to reduce the content of hazardous substances and constituents in packaging materials.

9. BUSINESS INTEGRITY

We require all our business partners to conduct business in compliance with internationally agreed standards of business ethics and to adhere to all applicable anti-bribery and anti-corruption laws. The business partners shall not give, offer, agree or promise to give any benefits of value to obtain any undue or improper advantages.

10. COMPLIANCE

In order to maintain compliance with this Code, local labour laws and environmental laws, the business partners must have necessary policies and management systems in place.

11. MONITORING AND ENFORCEMENT (if applicable)

11.1 Transparency and Co-operation

We expect our business partners to be transparent. We believe in co-operation and are willing to work with our business partners to achieve sustainable solutions.

11.2 Monitoring

Our business partners are obliged to keep us informed at all times of where each product is being produced. Relevant and verifiable documentation must be maintained for auditing purposes. We reserve the right to make unannounced visits to all units producing goods or services for us. We also reserve the right to appoint an independent third party of our choice to conduct audits in order to evaluate compliance with this Code. During audits we require unrestricted access to all areas of the premises, to all documents and to all employees for interviews. We also demand the right to provide employees with our contact details.

11.3 Corrective Action

Audits aim to identify gaps between the requirements in this Code and the actual practices and conditions in the workplace. The audited business partner will usually be given the opportunity to propose and implement a corrective action plan. We shall follow up the implementation of the plan and verify that violations have been remedied. A business partner failing to undertake sustainable improvements within the stipulated time frame would seriously damage its relationship with us. Unwillingness to cooperate or repeated serious violations of this Code and/or local law may lead to reduced business and ultimately termination of our business relationship.