



CODE OF CONDUCT AND ETHICS FOR SUPPLIERS AND PARTNERS

PURPOSE OF THE CODE OF CONDUCT AND ETHICS

Hi3G Denmark ApS (hereinafter referred to as "Hi3G") is committed to conducting business in a sustainable, ethical and responsible manner. Commercial success and socially responsible actions are not contradictory. In fact, they depend on each other. Thus, Hi3G views sustainable and responsible behavior as an important part of the foundation for working with suppliers and business partners (hereinafter referred to simply as "Suppliers").

At Hi3G, we therefore strive for our suppliers to take responsibility for promoting the protection of human and labour rights, the environment, fighting corruption and otherwise supporting general ethical standards in society.

This Code of Conduct and Code of Ethics for Suppliers and Collaborators (hereinafter referred to as the "Code of Conduct") sets forth the guidelines for sustainable and ethical behavior that Hi3G's suppliers must adhere to for as long as a supplier has a business relationship with Hi3G. In addition, Hi3G's suppliers must, of course, comply with the laws and regulations applicable to the supplier's business at all times. If the guidelines in this Code of Conduct differ from applicable laws and regulations, the supplier must comply with the most stringent standard.

The guidelines in the Code of Conduct are based on international principles of sustainability, including

- UN Global Compact's 10 principles;
- The UN Declaration of Human Rights, including the UN Guidelines on Human Rights and Business and the Universal Declaration of Human Rights;
- UN Convention against Corruption;
- the Rio Declaration on Environment and Development; and
- International Labour Organization Declaration on Fundamental Principles and Rights at Work.

The Code of Conduct applies to all Hi3G suppliers.

A supplier shall regard this Code of Conduct as applying to the whole supply chain and shall therefore ensure that its subcontractors meet the same or equivalent standards.

Upon request by Hi3G, a Supplier shall document how the Supplier (and its subcontractors) fulfils its obligations under this Code of Conduct. Thus, the Supplier shall, upon request, provide information on how it works with, inter alia, social and environmental responsibility.

Hi3G reserves the right to amend the Code of Conduct, and the version in force at any time, with which suppliers must comply, can be found at www.3.dk/om3.

The Supplier shall be solely responsible for all costs associated with compliance with this Code of Conduct.

The following are the main principles that Hi3G's suppliers must comply with in relation to social responsibility, environmental responsibility and business ethics:



SOCIAL RESPONSIBILITY

Human Rights

The supplier shall support and respect the protection of internationally proclaimed human rights.

The supplier shall respect human rights in all activities and in a broader perspective within the supplier's spheres of influence.

The supplier shall protect personnel and property in a manner that minimises risk to employees and the local community in accordance with relevant human rights principles.

If the supplier has activities in countries where human rights are generally not at a satisfactory level, the supplier shall support development by introducing necessary human rights standards and conducting training in the understanding of the standards.

The supplier shall ensure that it does not contribute to the violation of human rights.

The Supplier shall not in any way violate human rights, support or benefit, including financially, from the violation of human rights by others. If the Supplier suspects or becomes aware of human rights abuses in its supply chain, the Supplier is obliged to notify the relevant authorities and at the same time inform Hi3G, see the section on reporting below.

Prohibition of child labour

The supplier shall support the effective abolition of child labour.

The supplier shall not be involved in any way in the use of child labour. Child labour is defined as the employment of persons of school age or younger than 15 years (or 14 years where permitted under ILO Convention 138).

If local regulations and laws establish a higher age, this must be observed. Suppliers must protect young workers up to the age of 18 from any work that could endanger their health or safety.

Workers' rights

The supplier shall endeavour to maintain the freedom of association and to recognise the right to collective bargaining.

The supplier shall not prevent staff or other workers from organising freely in any legally constituted workers' organisation or collective bargaining unit or, where appropriate, alternative forms of independent and free worker representation.

There must be no unjustified discrimination against workers, whether or not they choose to organise.

The supplier's staff must have a written employment contract describing the conditions in a language that the worker understands.



The supplier must comply with laws, regulations and collective agreements on minimum wages and maximum working hours. Each worker shall have a payslip showing the number of hours worked in the period and the payment for the work.

Whether the worker is employed directly or through an intermediary, the supplier must conduct due diligence (appropriate and timely investigation as appropriate) to prevent direct or indirect involvement in trafficking.

The Supplier shall not contribute in any way to forced labour, including the use of involuntary prison labour, and shall support the abolition of all forms of forced labour.

The Supplier shall allow personnel to terminate their employment with the Supplier upon reasonable notice, and the Supplier shall not retain original identification documents, deposits or withhold wages, beyond what is can be accommodated in a valid legal agreement.

The Supplier shall protect and process workers' personal data in accordance with the personal data legislation in force at any time.

The supplier must ensure a healthy and safe working environment.

Do not contribute to discrimination

The supplier shall work actively to avoid contributing to discrimination in relation to employment and occupation.

The supplier shall not discriminate in recruitment, remuneration, access to training, promotion, dismissal, retirement, working conditions, job assignments or give preferential treatment on the basis of personal characteristics such as, for example, race, religion, sex or gender identity, sexual orientation, health, age, disability, political convictions, nationality, ethnic origin or membership of an employee organisation.

All workers must be treated with respect and not subjected to harassment at work.

ENVIRONMENTAL RESPONSIBILITY

The supplier shall support a precautionary approach to environmental challenges.

The supplier shall integrate environmental considerations into its activities and shall endeavour to introduce continuous improvements to mitigate or minimise any adverse effects on the environment.

In this respect, the supplier shall at least:

- comply with all relevant local and national environmental legislation, obtain and maintain all necessary environmental standards, permits, approvals and registrations;
- develop and implement effective environmental management systems, appropriate to their size and type of activities, which support the identification of risks, the measurement and monitoring of performance, and the continuous improvement of their activities to mitigate or minimise their impact on the environment;



- apply a precautionary approach and promote environmentally sound technologies and processes in their own operations and throughout the supply chain; and
- commit to proactively introduce initiatives to protect the environment from adverse impacts resulting from their activities.

The supplier shall take initiatives to promote greater environmental responsibility.

The supplier shall have a structured and systematic approach to environmental aspects, including the definition and follow-up of targets and the ability to demonstrate continuous efforts to monitor and reduce environmental impact.

BUSINESS RESPONSIBILITY

Business Integrity

The Supplier shall seek to conduct its business in accordance with the highest standards of ethical behaviour and shall demonstrate appropriate business integrity to an extent appropriate to the size and type of activities of the Supplier.

In this respect, the supplier shall at least:

- maintain high ethical standards, not limited to compliance with laws and agreements;
- prevent bribery and avoid paying "kickbacks" and work actively to combat these practices;
- avoid conflicts of interest and activities that may affect his or her credibility with Hi3G or affect Hi3G's credibility with third parties;
- disclose to Hi3G any potential or actual conflict of interest; and
- comply with data protection legislation and contractual requirements on confidentiality and information security.

Anti-corruption and whitewash

The Supplier shall not in any way participate in or benefit from any form of corruption, which means the misuse of entrusted power and funds for personal gain. Corruption includes, inter alia, bribery, nepotism and conflict of interest, embezzlement, fraud, extortion, fraud, participation in a criminal organisation and money laundering. Bribery is the most common form of corruption and is understood as payment intended to induce someone to do something that is contrary to honest practice, illegal or otherwise in breach of his or her duties in order to obtain an undue advantage.

The supplier shall discourage all forms of corruption, including extortion and bribery.

The Supplier shall comply with applicable anti-corruption laws, directives and regulations applicable to activities in the countries in which the Supplier operates.

The supplier is recommended to have written and enforced policies to prevent and combat corruption.



In addition, Supplier shall not offer or provide gifts or hospitality ("Business Courtesy") to Hi3G employees unless such Business Courtesy is reasonable, appropriate and of modest value. Business Courtesy shall not be offered in exchange for anything.

The supplier is expected to take the necessary precautions to prevent active or passive participation in money laundering to the greatest extent possible.

Competition and antitrust law

The supplier must comply with all relevant competition legislation.

The Supplier shall not enter into any agreement or arrangement which affects prices, conditions, strategies or customer relations. The same shall apply to the exchange of competitively sensitive information or to any other conduct that unlawfully restricts or may restrict competition.

The supplier shall not participate in or contribute to cartels.

Export and import controls

The Supplier shall comply with all applicable laws regarding the import and export of goods, services and information, as well as any embargoes and sanctions imposed by relevant national and foreign authorities and international organisations from time to time in force.

DUE DILIGENCE, INSPECTIONS AND SELF-ASSESSMENT

Supplier agrees that Hi3G may conduct appropriate due diligence on Supplier's (and such subcontractor's) compliance with the Code of Conduct and that audits and inspections of Supplier's (or subcontractor's) premises or manufacturing facilities may be conducted by Hi3G or its representatives at their discretion.

In addition, the Supplier shall conduct and complete on an ongoing basis any self-assessment that Hi3G may request in relation to compliance with the Code of Conduct.

REPORTING AND WHISTLEBLOWER SCHEME

Supplier shall not tolerate retaliation against any person who reports a violation of this Code of Conduct to Hi3G.

The Supplier is encouraged to report violations of the Code of Conduct to Hi3G. Violations can be reported via Hi3G's whistleblower scheme, where reporting can be done anonymously.

Link to Hi3G's whistleblower scheme can be found here: <https://3.whistleblownetwork.net/frontpage>

The following other matters may also be reported by the Supplier if the Supplier has knowledge or suspicion of such matters at Hi3G:

- Breaches of any confidentiality obligations;
- Misuse of funds;
- Theft, fraud, embezzlement, deception and bribery;



- Serious or repeated offences;
- Sexual harassment or other serious personal conflicts in the workplace, e.g. harassment, sex discrimination, assault or violence, etc.; and
- Breaches of EU law, as defined in Article 2 of the EU Whistleblowing Directive.

BREACH OF CODE OF CONDUCT

The Supplier shall proactively and without undue delay notify Hi3G of any deviations from the provisions of the Code of Conduct, see contact information below.

Dialogue-based approach

If a supplier violates the Code of Conduct, Hi3G always initiates a dialogue to uncover the facts and seek a swift solution for the parties.

In cases where this does not result in an appropriate solution for Hi3G, an internal action plan for the identified issues and further cooperation will be prepared by Hi3G.

If a supplier either 1) has provided incorrect information, 2) is unable to remedy its violation of the Code of Conduct, or 3) is unable to implement the required improvements to comply with the contents of the Code of Conduct within the timeframe required by Hi3G, Hi3G reserves the right to terminate the cooperation, see below.

Consequences of breaching the Code of Conduct

If a Supplier violates the Code of Conduct, including failing to demonstrate a willingness to remedy the identified inconsistencies in cooperation with the Code of Conduct, and/or willfully or repeatedly fails to comply with the Code of Conduct to a degree unacceptable to Hi3G and in Hi3G's sole discretion, or if the Supplier refuses to participate in due diligence activities as deemed necessary by Hi3G, including completion of self-assessment forms, or demonstrates an unwillingness to cooperate in resolving any issues, Hi3G reserves the right at any time to terminate the cooperative relationship and terminate the Supplier Contract with immediate effect and to claim damages for any losses suffered as a result. Such termination shall not entitle the Supplier to any compensation.

CONTACT FOR QUESTIONS REGARDING THE CODE OF CONDUCT

Hi3G wants to help create the best possible basis for all suppliers to comply with this Code of Conduct on as informed a basis as possible. Hi3G is therefore always at the disposal of a supplier in the event that there are any doubts or questions regarding compliance with this Code of Conduct and/or the self-assessment form that Hi3G sends to the supplier on an ongoing basis.

It is therefore always possible for the Supplier to contact Hi3G in order to clarify any questions and/or doubts about the interpretation of the Code of Conduct and/or the Self-Assessment Form.

The Supplier may send an email to procurement@3.dk in case of any questions or doubts about the Code of Conduct.