



SUPPLIER CODE OF CONDUCT

PURPOSE

Hi3G Denmark ApS (hereinafter referred to as “Hi3G”) wishes to conduct business in a sustainable, ethical, and responsible manner. Commercial success and socially responsible actions are not contradictory; in fact, they depend on each other. Hi3G therefore regards sustainable and responsible conduct as an important foundation for cooperation with suppliers and business partners (hereinafter collectively referred to as “suppliers”).

Accordingly, Hi3G strives for its suppliers to take responsibility for promoting the protection of, among other things, human rights and workers’ rights, safeguarding the environment, combating corruption, and otherwise supporting general ethical standards in society.

This Supplier Code of Conduct (hereinafter referred to as “the Code”) sets out the guidelines for sustainable and ethical conduct that Hi3G’s suppliers must comply with for as long as a supplier has a business relationship with Hi3G. In addition, Hi3G’s suppliers must comply with the applicable laws and regulations governing the supplier’s business at any given time. If the guidelines in this Code differ from applicable laws and regulations, the supplier must comply with the strictest standard.

The guidelines in this Code are based on internationally recognized 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.

Application and subcontractors

The Code applies to all Hi3G suppliers.

By entering into a contractual agreement with Hi3G, the supplier commits to comply with all provisions of this Code.

The supplier also undertakes to comply with the national legal requirements and regulations applicable in the supplier’s country.

If the supplier uses subcontractors to perform the task/deliver the product for the company, this must be disclosed to Hi3G prior to the collaboration and on an ongoing basis if there are changes in the use of subcontractors.

When using subcontractors or other external partners, it is the supplier's responsibility to ensure that they also comply with this supplier policy.



Upon request by Hi3G, a supplier shall document how the supplier (and its subcontractors) fulfils its obligations under this Code. 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 at any time. The version in force, which suppliers are required to comply with, is available at <https://www.3.dk/shop/code-of-conduct/>.

The supplier shall be solely responsible for all costs associated with compliance with this Code.

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 were 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 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 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

Hi3G encourages its business partners and suppliers to consider the risks posed to their operations from climate change and to actively mitigate their environmental impacts.



Hi3G is committed to the achievement of its science-based greenhouse gas emissions reduction targets. As such, it prioritizes suppliers that also have commitments to a science-based target and/or a greenhouse reduction plan.

It also reiterates to its business partners and suppliers the value brought to business in terms of more efficient resource consumption and monitoring of wastage.

Hi3G invites its business partners and suppliers to emulate the standards, practices and principles outlined below:

- Abide by all relevant local and national environmental legislation, standards, permits, approvals and registrations and in a manner that ensures environmental preservation, including protection of natural resource and biodiversity.
- Minimise the consumption of energy and carbon footprint from operations through the implementation of energy efficient measures and use of renewable energy.
- 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.
- Expand the use of environmentally friendly, recycled and/or sustainably forested products in operations.
- Apply a precautionary approach and promote environmentally sound technologies and processes in their own operations and throughout the supply chain that can reduce energy consumption, minimise the need for business travel, and reduce reliance on resources such as paper.
- Commit to proactively introduce initiatives to protect the environment from adverse impacts resulting from their activities
- Promote the recycling of waste while taking the necessary precautions
- Ensure compliance with legislation on the handling or disposal of any hazardous materials in operations.

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 anti-money laundering

The supplier shall not in any way participate in or benefit from any form of corruption, understood as the misuse of entrusted power or funds for personal gain. Corruption includes, inter alia, bribery, nepotism, conflicts of interest, embezzlement, fraud, extortion, participation in a criminal organisation and money laundering. Bribery is understood as any payment or benefit intended to induce someone to act contrary to honest practice, applicable law or their duties, in order to obtain an undue advantage.

The supplier shall not:

- (a) offer, give or authorise any bribe, kickback or other undue advantage;
- (b) solicit, accept or receive any bribe, kickback or undue advantage;
- (c) use illegal or improper means to influence others; or
- (d) act as an intermediary in any bribery or kickback arrangement.

The supplier shall actively discourage all forms of corruption, including bribery and extortion, and shall comply with all applicable anti-corruption laws, directives and regulations in the jurisdictions in which it operates.

The supplier is further encouraged to maintain written and enforced policies to prevent and address corruption. The supplier shall not offer or provide gifts or hospitality to Hi3G employees unless such courtesy is reasonable, appropriate and of modest value, and never offered in exchange for any advantage. The supplier shall also take appropriate precautions to prevent both active and passive participation in money laundering.

Competition and antitrust law

The supplier must comply with all relevant competition law.

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

The supplier agrees that Hi3G may conduct appropriate due diligence on supplier's (and such subcontractor's) compliance with the Code 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.

REPORTING AND WHISTLEBLOWER SCHEME

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

The supplier is encouraged to report violations of the Code 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://report.whistleb.com/da/hi3g>

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;
- Corruption, bribery, theft, fraud, the facilitation of tax evasion, financial crime or similar offences;
- 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

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

Dialogue-based approach

If a supplier violates the Code, 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, or 3) is unable to implement the required improvements to comply with the contents of the Code within the timeframe required by Hi3G, Hi3G reserves the right to terminate the cooperation, see below.

Consequences of breaches

If a supplier violates the Code, including failing to demonstrate a willingness to remedy the identified inconsistencies in cooperation with the Code, and/or wilfully or repeatedly fails to comply with the Code 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

Hi3G wants to help create the best possible basis for all suppliers to comply with this Code on as informed a basis as possible. Hi3G is therefore always at the disposal of a supplier if there are any doubts or questions regarding compliance with this Code 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 to clarify any questions and/or doubts about the interpretation of the Code 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.