



# DEAS Supplier Code of Conduct

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This policy applies to  
all suppliers working  
with DEAS



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# Introduction

As one of Denmark's leading real estate management companies DEAS, encompassing DEAS A/S, DEAS Asset Management and its affiliated entities, must ensure that our business practices conform to all applicable laws, regulations, ethical and professional standards. Our focus is on developing a culture of integrity and responsibility.

We are committed to conducting ethical business while respecting human rights, labour and environmental laws and standards within our own business and through our business relationships. Suppliers to DEAS are an integral part of our business in helping us enhance the way of life, why we select Suppliers who share our commitment to ethical norms, social responsibility and sustainable business practices. Therefore, we also expect of our suppliers, to have all relevant and necessary permits and competencies to carry out their tasks in cooperation with DEAS.

The DEAS Supplier Code of Conduct (the "**Supplier Code**") defines the standards for which DEAS Suppliers must adhere to. Wherever the Supplier is located, they must comply with this Supplier Code, and they should in contracts with their subcontractors carry forward this Supplier Code or similar principles not less stringent than what is in this Supplier Code.

All DEAS Suppliers are chosen for collaboration for a reason, why it is not allowed for the Supplier to delegate the work under the contract to other subcontractors, unless agreed upon with DEAS in advance.

# Human Rights and Employment practices

## Child Labour

The Supplier must ensure that no children are used or employed in their line of business. The term “child” should refer to any person under the minimum legal age for employment according to local laws and regulations where the work is performed or the minimum working age defined by the International Labour Organisation (“ILO”), whichever is higher.

For workers under 18, the Supplier must ensure that they are protected from hazardous work, as well as work that may be harmful to their health, mental, physical, social or moral development and that all relevant national regulations and demands are complied with.

## Modern Slavery and human trafficking

The Supplier may not engage in any form of modern slavery, including human trafficking, forced, bonded or indentured labour. All work performed by or for the Supplier must be performed by employees who voluntarily have chosen to work for the Supplier, and the Supplier may not retain any form of employee identification such as passports or work permits of the employee.

If required by local law where the work is performed, all employees of the Supplier must receive a written and signed employee contract indicating their rights in a language they understand. The supplier may only use their own employees in carrying out a task on behalf of DEAS, why the employees of the Supplier must be able to identify themselves at any time and all must have the necessary residency and work permits in place.

The Supplier must allow and respect the employees’ right to leave the workplace after their shift is done.

## Harassment and bullying

The Supplier must enforce a work environment free from physical, psychological, mental, sexual and verbal harassment or any other abusive behaviour.

## Diversity and inclusion

The Supplier must adopt a work environment, where all employees are treated with dignity, respect and fairness regardless of their gender, race, ethnicity, age, colour, national origin, disability, sexual orientation, gender identity, marital status, citizenship, political preferences or any other personal characteristics.

The work environment must be arranged so that all employees or potential candidates are provided with equal employment opportunities, without discrimination, and that hiring, advancement, termination and retirement is based on ability and not personal characteristics.

## Wages and benefits

The Supplier must at a minimum comply with minimum wage laws including minimum wages set out in relevant collective agreements. Employees must be paid for their regular work hours as well as any overtime. The Supplier should refrain from wage reductions as means of disciplinary measures as well as any other wage reductions not provided by national law.

## Work hours

The Supplier must respect the ILO standards on work hours and resting time, maximum consecutive working days and annual leave, or national regulations on the same, if such laws are in place. The Supplier must have sufficient tools and registration methods in place to document this.

## Freedom of association

The Supplier must respect the rights of employees to associate freely and voluntarily, as well as their right to communicate openly with management regarding working conditions. This freedom of employees may not face any harassment, penalty, interference or disciplinary actions by the Supplier.

## Disciplinary and grievance mechanism

The Supplier must have processes in place, regulating disciplinary actions related to concerns regarding employee work, absence or conduct, as well as having mechanisms in place for employees to raise a workplace concern and appeal disciplinary decisions.

## Health & Safety

The Supplier must provide and maintain a safe, secure and healthy work environment, by complying with all relevant work environment acts applicable to the Supplier.

This includes, but is not limited to, that the Supplier should have a written workplace assessment of the health and safety conditions at the workplace prepared, conduct safety trainings for employees as necessary, provide basic personal protective equipment relevant for the line of work, proactively undertake safety initiatives to protect people and assets from harm or damage and empower their employees to speak up and report any unsafe practices.

# Business Ethics and Integrity

## Anti-bribery and corruption

The Supplier must comply with all laws and regulations on anti-bribery and corruption, fraud and money-laundering. The Supplier is expected to put in place reasonable due diligence measures to prevent, detect and mitigate bribery and corruption.

## Fair competition

The Supplier is expected to compete fairly in the market, why they may not enter into formal or informal anti-competitive agreements. Participation in any form of anti-competitive behaviour that unlawfully restrains or impacts competition is strictly prohibited.

## Gifts & Hospitality

The Supplier must ensure that the offering or receiving of any gift or hospitality is solely based on what is considered reasonable business practice, does not violate rules and standards of the recipient's organisation, and that no cash or cash equivalents (e.g. gift cards) are ever accepted or offered.

Any gifts or hospitality that could constitute or appear to constitute an undue influence must be avoided or rejected.

The Supplier should exercise extra caution if business courtesies involve public officials.

## Conflicts of interest

The Supplier must try to avoid any conflict of interest and set up mitigating measures as necessary.

Does any conflicts of interest arise, the Supplier is expected to handle them appropriately. The Supplier must notify all affected parties in the event an actual or potential conflict of interest arises, including conflicts between DEAS and personal interests of the Supplier, their employees or those of close relatives, friends or associates.

## Sanctions and export control

The Supplier must adhere to national and international foreign trade control laws and regulations when conducting business with countries, companies and persons (sanctions), and during the transfer of goods and services, software and technology between countries (export controls).

This means, that the Supplier must refrain from doing business with entities to whom sanctions apply directly or who are geographically situated in areas or part of a group to whom sanctions apply. Correspondingly, the Supplier may not circumvent export controls whereby the export, the use or the end user of certain goods have been restricted for various reasons.

## Taxes

The Supplier must comply with all applicable tax laws and regulations in the countries where the Supplier conducts their business with DEAS. All payments and transactions are to be reported and registered with the relevant national tax authorities in compliance with relevant national law and regulations.

Additionally, the Supplier must be open and transparent with the tax authorities. The Supplier is expected not to have any outstanding debt to the government in

terms of non-payment of VAT, taxes or similar.

Upon audit, the Supplier must be able to document registration with the Tax authorities as well as proper income tax reporting.

## Payment practices

The Supplier must be reasonable and fair in their payment practices. Any undisputed and valid invoices must be paid on time in accordance with agreed terms.

Invoices are considered valid when they at least outline the date of issue, invoice number, the subcontractor's business registration number, the subcontractor's name and address, the nature of the work performed, date of delivery of the work performed, number of hours worked (unless it's a functional contract), VAT rate, VAT basis and the amount paid in VAT.

## Insurances

The Supplier is expected to have taken out all relevant insurances, such as worker's compensation insurance, professional liability insurance and insurance for professional responsibility as well as any other insurance relevant to their business operations.

# Sustainability

The Supplier is expected to comply with all relevant laws and regulations regarding environmental conditions and keep up to date on the environmental regulations in force at any time that apply in relation to the activities, goods, supplies or services provided.

The Supplier must endeavour as much as possible to limit discharge to damage to air, water and soil. The Supplier must engage in promoting environmental responsibility and strive to reduce their consumption of natural resources, water and energy as much as possible, and they must have the necessary measures and instruments in place to document their consumption. The Supplier should strive to use and encourage the development of environmentally friendly products, services and technologies that contribute to sustainable development.

If the Supplier market themselves as being accredited Service Normen from the Danish Service Industry's Employers' Association (Servicebranchens Arbejdsgiverforening), the Supplier is obliged to continuously keep up to date on the requirements for the accreditation. This also entails, that the Supplier, if they are accredited, must always be able to present a service certificate (service attest in Danish) upon signing the contract.

## Substances and chemical management

The Supplier must identify and deal with environmental impacts to the Supplier's business, including ensuring that no chemicals or harmful substances are used that are subject to national or international bans as a result of their harmful impact on the environment, living organisms or other environmental areas.

All chemicals and/or means used by the Supplier should be eco-labelled with the Swan label or EU flower. If the delivery of a service requires chemicals that do not meet these environmental labels, the selected products must have the least possible negative impact on the environment. Chemicals used when refurbishing rental units must be eco-labelled with the Swan label or EU Flower. The same applies when maintaining and cleaning staircases, corridors and common areas.

All waste handling and/or disposal of harmful substances must be done in accordance with applicable laws and regulations.



# Governance

## Speak up and whistleblower protection

The Supplier is expected to put in place a speak up culture and have whistleblower channels in place where required by law, through which employees or third parties may raise concerns related to legal and ethical matters. The Supplier must ensure that anyone reporting a genuine concern will be protected against retaliation.

The Supplier must not expose DEAS to reputational risks, neither in the performance of their own profiting nor when providing services on DEAS property or properties managed by DEAS. The Supplier must notify DEAS when detecting any breaches of this Supplier Code, be it breaches caused by the Supplier, their affiliates or DEAS employees.

## Audit and Supplier Code violations

If DEAS becomes aware of the Supplier being in breach with this Supplier Code, it is considered a material breach of the Agreement and the business relationship may be reviewed, corrective actions pursued, and in the end terminated if the Supplier Code is not adhered to.

DEAS itself or through a third party, any public regulatory or supervisory authority shall be entitled to audit the Supplier as well as their subcontractors to ensure compliance with this Supplier Code. The audit pertains to all the Supplier's locations, including those of subcontractors. The Supplier must cooperate in the audit.

DEAS will notify the Supplier of the audit 5 working days in advance, however audits performed by public authorities may be performed without notice and in accordance with their instructions.

All parties will bear their own costs in connection with the audit, unless the audit discloses a significant breach of the Supplier Code, then the Supplier will pay any costs associated with the audit. DEAS, or a third party appointed by DEAS to conduct the audit, will enter into non-disclosure agreements as reasonably requested by the Supplier during an audit.

# Supplier Commitment

The Supplier agrees to comply with the principles of this DEAS Supplier Code of Conduct, either by applying this Supplier Code directly or by ensuring that the Supplier's own internal rules and practices are consistent with the principles set out in this Supplier Code. If the Supplier's internal rules and practices are less strict than the ones set out in this Supplier Code, or if they are materially different from this Supplier Code, this Supplier Code takes precedence.

The Supplier must make sure and be able to document, that the principles of this Supplier Code are translated down through the Supplier's value chain to their affiliates, subsidiaries and their subcontractors involved in business with DEAS.

Compliance with this Supplier Code will be a mandatory criterion assessed by DEAS during selection processes. By signing this Supplier Code, the Supplier accepts and commits to the principles set out herein for all existing contracts (if any), and for all business and contractual relationship with DEAS.

This Supplier Code presents a minimum standard of best practices and is governed by the law of the contract (if any), and if there is no contract, by Danish law.

Supplier Name:

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Name and title of the authorised representatives:

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Signature:

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Date:

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