

Attachment 9. Code of Conduct

Our Code of Conduct applies to our own business operations and to all our dealings with Suppliers of products and services. Our Code of Conduct details the principles and practices that we expect our Suppliers to uphold. Our Code of Conduct forms an integral part of our business and aims to ensure that our global supply chain has safe working conditions, employees are respected and treated with dignity and manufacturing processes are environmentally and socially responsible.

We believe that a business must operate in full compliance with the laws, rules and regulations of the countries in which it operates and therefore also expect our Suppliers to fully comply with all applicable national and/or local laws, rules and regulations, including but not limited to those related to labor, immigration, health and safety, and the environment.

In addition, we also require our Suppliers to respect the principles of our Code of Conduct in their business operations and to comply with it in their business practice. Our Suppliers are also responsible for ensuring that their manufacturers and suppliers fulfill the terms and stipulations of our Code of Conduct. Suppliers shall provide details of the manufacturers and suppliers they use upon our request. If Suppliers fail to comply with or work towards these standards and provisions, we shall discontinue working with those Suppliers.

If any breach of our Code of Conduct should occur, we encourage our employees and suppliers' employees to report any such breach to: whistleblowerderome@gmail.com

The information will be treated with confidentiality, and we prohibit retaliation against any party who, in good faith, reports a violation to us.

Our Code is modelled on and contains language from various recognized standards.

For the purpose of this document, "Supplier" (including its plural form), means any company, corporation or other entity that sells or seeks to sell goods or services to our Company. This also includes Supplier's subcontractors, sub-suppliers, business partners and other representatives.

A. Labor Practices

Suppliers shall uphold the human rights of employees and treat them with dignity and respect as understood by the international community.

a. Voluntary labor

Slave, forced, bonded, prison, involuntary or uncompensated labor is prohibited. All work must be voluntary and employees shall be free to leave work or terminate their employment with reasonable notice and in accordance with the applicable laws and regulations.

Suppliers must not require employees to surrender any government-issued identification, passports or work permits as a condition of employment.

b. Child Labour

We do not accept child labor being involved, in production of any Derome business. Suppliers shall implement all measures to prevent child labor taking the best interest of the child into account. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country

permits), under the age for completing compulsory education, under the minimum age for employment in the country, whichever is higher.

The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported.

All legitimate employees under the age of 18 shall not perform work that could be hazardous or that could jeopardize their health (physical and mental), safety, educational and social development.

If a child is found to be working for Suppliers manufacturing Derome products, we request that measures are taken to rectify the problem without worsening the child's social situation. If corrective action is not implemented after this situation is brought to our attention, we will stop doing business with the Supplier.

c. Working hours

Except in emergency or unusual situations, a work week shall be restricted to a maximum of 60 hours, including overtime. Overtime hours shall be on a voluntary basis and compensated in accordance with the applicable laws and regulations.

Under no circumstances may work weeks exceed the maximum set by local law. Suppliers shall allow employees at least one day off for every working week.

d. Wages and Benefits

Suppliers shall compensate all employees with wages, overtime premiums, and benefits that meet or exceed legal standards or collective agreements, whichever are higher.

Suppliers shall not deduct wages as a disciplinary measure, unless legally allowed by applicable laws and regulations.

Suppliers shall offer vacation time and leave periods that meet or exceed applicable laws and regulations.

Suppliers shall properly compensate employees and any fees deducted from worker's compensation shall be properly disclosed, legal and reasonable.

Suppliers shall pay employees in a timely manner and clearly convey the basis on which employees are being paid.

e. Contracts

Supplier's employees shall be employed according to applicable laws and regulations and employees are entitled to an employment agreement.

f. Non-Discrimination

Suppliers shall respect different cultural backgrounds and traditions. Suppliers shall not discriminate against employees due to race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring and employment practices such as promotions, rewards, training, assignments, discipline and termination.

Suppliers shall not require employees or potential employees to undergo medical tests that could be used in a discriminatory way, except where required by applicable laws, regulations or prudent for workplace safety.

Suppliers shall provide employees with disabilities reasonable facilities as required to perform their job function in a humane and dignified manner.

Suppliers shall treat their employees with respect and dignity. Suppliers must not threaten or subject employees to physical, sexual, psychological or verbal harassment or abuse. Suppliers shall not subject employees to harsh and inhumane treatment. Under no circumstances shall Supplier use humiliating or corporal punishment against its employees and Suppliers shall not make use of public warning and punishment systems.

g. Freedom of Association

Suppliers shall respect employees' right to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

Suppliers shall respect the employees' rights to form or join labor unions, seek representation or join employees' councils in accordance with local laws and regulations.

Suppliers shall respect employees' right to collective bargaining on salaries and other working conditions and shall not threaten or penalize employees, or in any way restrict or interfere with employees' legal and peaceful exercise of their rights.

B. Health and Safety

Suppliers shall create safe working conditions and healthy work environments for all of their employees. Suppliers shall take proactive measures to prevent workplace hazards.

a. Occupational Safety

Exposure to potential safety hazards (e.g., electrical, chemical, biological, waste, fire, vehicles, slips, trips and fall hazards) must be controlled through proper design, engineering and administrative controls, preventive maintenance and safe work procedures, and on-going safety training. Where hazards cannot be adequately controlled by these means, employees must be provided with appropriate, wellmaintained, personal protective equipment. Suppliers shall not discipline employees for raising safety concerns.

b. Emergency Preparedness

Suppliers shall identify potential emergency situations and minimize their impacts by implementing emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, a trained first responder, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

c. Occupational Injury and Illness

Suppliers shall setup procedures and systems to prevent, manage, insure as required by law, track and report occupational injury and illness, including provisions to: 1) encourage worker reporting; 2) classify

and record injury and illness cases; 3) provide necessary medical treatment; 4) investigate cases and implement corrective actions to eliminate their causes; and 5) facilitate return of employees to work.

d. Physically Demanding Work

Suppliers shall identify, evaluate and control employees' exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing and highly repetitive or forceful assembly tasks. Suppliers shall ensure the timely rotation of employees in order to lower the physical demand.

e. Machine Safeguarding

Suppliers shall evaluate production and other machinery for safety hazards. Physical guards, interlocks and barriers must be provided and properly maintained where machinery presents an injury hazard to employees.

f. Dormitory and Canteen

Suppliers shall provide employees with ready access to clean toilet facilities, potable water and sanitary food preparation, storage and eating facilities. Worker dormitories provided by Suppliers or any third-party agent are to be clean, hygienic, safe and provide adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

g. Health and Safety Communication

Suppliers shall provide employees with appropriate workplace health and safety information, including written health and safety information, warnings and regular health and safety training. Suppliers shall post Material Safety Data Sheets for any hazardous or toxic substances used in the workplace and properly train employees who will come into contact with such substances in the workplace. All communications shall be in the primary language of the employees.

h. Workplace conditions

Suppliers shall comply with all relevant and applicable laws and regulations relating to internal air quality, internal temperature levels, noise levels and lighting levels.

C. Environmental Protection

In their manufacturing processes and waste management, Suppliers must minimize adverse effects on the community, environment and natural resources while safeguarding the health and safety of the public. Suppliers must use natural resources, such as water, with respect and minimize extraction in their business activities.

a. Environmental Permits and Reporting

Suppliers shall obtain, maintain and keep current all required environmental permits, licenses, approvals and registrations. Suppliers shall follow the operational and reporting requirements of such permits and licenses.

b. Hazardous Substances

Suppliers shall identify and manage all chemical and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. Suppliers shall comply with all applicable labeling laws and regulations for recycling and disposal.

c. Solid Waste and Wastewater Management

Suppliers shall characterize, monitor, control and treat all solid waste and wastewater generated from operations, industrial processes and sanitation facilities as required by applicable laws and regulations prior to discharge or disposal. Suppliers shall take appropriate precautions to prevent contamination of rainwater runoff from their facilities.

d. Air Emissions

Suppliers shall characterize, monitor, control and treat air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from operations as required by applicable laws and regulations before discharge.

e. Pollution Prevention and Resource Reduction

Suppliers shall reduce or eliminate waste of all types, including water and energy, by implementing appropriate conservation measures in their production, maintenance and facility processes, and by recycling, reusing or substituting materials.

f. Product Content and Restrictions

Suppliers shall adhere to applicable laws and regulations regarding prohibition or restriction of specific substances, including labeling for recycling and disposal.

D. Ethics

Suppliers shall commit to the highest standards of ethical conduct when dealing with employees, suppliers and customers.

a. Business Integrity

Corruption, extortion, bribery and embezzlement, in any form, are strictly prohibited. This includes promising, offering, giving or accepting any bribes.

Suppliers shall not violate any international anti-corruption conventions and applicable anti-corruption laws and regulations in their area of operations.

Suppliers shall not offer or accept bribes or other advantages (including loans, gifts and entertainment) to obtain an undue or improper advantage.

b. Disclosure and Privacy of Information

Suppliers shall accurately record and disclose information regarding their business activities, structure, financial situation and performance in accordance to applicable laws and regulations and prevailing

industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

c. Whistleblower Protection and Anonymous Complaints

Suppliers shall create programs to ensure protection of whistleblower confidentiality and prohibit retaliation against employees who participate in such programs in good faith or refuse an order that is in violation of our Code of Conduct. Suppliers shall provide an anonymous complaint mechanism for employees to report workplace grievances in accordance with local laws and regulations and shall inform their employees of the option to anonymously report a breach of our Code of Conduct to us directly at whistleblowerderome@gmail.com

d. Intellectual Property Protection

Suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights.

e. Fair Business, Advertising and Competition

Suppliers shall uphold standards of fair business, advertising and competition. Suppliers must not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices.

E. Responsibility, Transparency and Accountability

- a.** Suppliers shall be transparent in their policies, processes and standards which govern their operations and which are related to their compliance with our Code of Conduct. Suppliers shall educate their employees and managers on their rights and responsibilities related to upholding our Code of Conduct.
- b.** Suppliers agree to give us or third-party representatives unhindered access, with or without notice, to their facilities, employees and records in order to enable us to monitor the compliance with our Code of Conduct.
- c.** In case of any non-compliance with our Code of Conduct, Suppliers shall plan and implement corrective actions and actively progress towards compliance with our Code of Conduct. Failure to comply may result in termination of relationships with Suppliers.

Veddige, January 2022

Magnus Andersson
CEO and President of Derome AB