

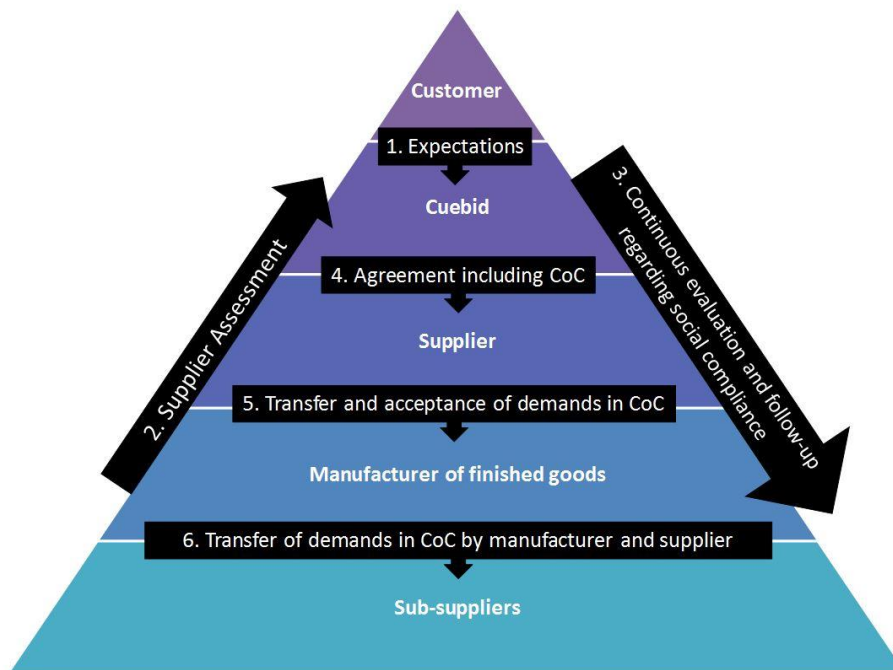


Supplier Code of Conduct

The Cuebid Supplier Code of Conduct is a mandatory appendix in all of Cuebid’s supplier agreements. By accepting the Code of Conduct (hereinafter “the Code”) the Supplier commits itself to work proactively to meet these requirements within its own organization and supply chain. This should be achieved by cooperating in a transparent manner with Cuebid, by for example granting Cuebid access to relevant documentation and own premises. Cuebid encourages dialogue on issues in the Code and wishes the Supplier to report if any breaches of the Code has come to their knowledge, through audits conducted or other actions The Supplier is also expected to forward corresponding requirements on its suppliers.

Cuebid will continuously evaluate the suppliers performance in relation to the Code and expects therefore cooperation from the Supplier in terms of completion of Cuebid’s Supplier Self Assessment as well as granting access to carry out audits at their office, either by Cuebid or by an independent third party. Any changes of the products, or production, supplied to Cuebid which may effect the compliance of this Code, should be reported to Cuebid.

Cuebid strives to develop long-lasting and mutually respectful relationships with its suppliers. Dialogue and joint development are always the first choice; however repeated or severe violation of this Code will have negative impact on existing and on future cooperation with Cuebid of measures and actions are not taken to ensure improvement.



This Code is based on international conventions and articles and is aligned with the EICC’s Code of Conduct. Cuebid will periodically review the adequacy and continued effectiveness of this Code in relation to its objectives concerning sustainable development.

If you wish to raise any concern relating to this Code, or report any violations of the Code, please send your email to: supplierissues@cuebid.se. If you wish to remain anonymous, Cuebid will not examine or disclose your identity.

1. Legal compliance

In addition to meeting the provisions of this Code, the Supplier shall comply with all national laws and regulations. If there are differences between the provisions of this code and national laws, the Supplier shall adhere to the higher or more stringent requirements.

2. The Supplier shall actively promote that the products and services supplied to Cuebid is produced under circumstances in accordance with the following conventions and articles:

2.1 The United Nations Universal Declaration of Human Rights (1948)

The Supplier has a responsibility to respect and support internationally recognized human rights both within its own operations and in the supply chain. The Supplier shall ensure that it does not participate, directly or indirectly, in violations of human rights. This also includes situations when the supplier fails to pose questions on violations of human rights or benefits from violations that are carried out by a third party.

2.2 The Eight Fundamental Conventions of the International Labour Organization and the United Nations Convention on the Rights of the Child, Article 32

Prohibition against Child Labour (ILO Convention no. 138 and 182, UN CRC article 32)

Child labour refers to all economic activity which is carried out by a person of compulsory school-going age or younger. No employee may be under the age of 15 (or 14 if national legislation allows for this), or younger than the minimum age of employment, if this age exceeds 15 years.

Young workers between the ages of 15 and 18 may work with non-hazardous operations, under the precondition that they have reached the legal age of employment and have completed compulsory national education.

The Supplier shall refrain from hiring young workers (below 18 years of age) to perform any type of hazardous work, which is likely to jeopardize their health and development (physically, psychologically, spiritually, morally or socially).

If child labour is detected, the Supplier shall act based upon the best interests of the child and find suitable solutions in consultation with the child and the family of the child.

Prohibition against forced labour (ILO Convention no. 29 and 105)

The Supplier must not participate in, or benefit from, any form of forced labour, including bonded labour, forced prison labour, slavery, servitude, or human trafficking. Workers must have the freedom of movement during the course of their employment. The supplier shall refrain from retaining the identity cards, travel documents, and other important personal papers of its employees.

Freedom of association and the right to organize (ILO Convention no. 87 and 98)

The Supplier must not interfere with the employees' rights to form and join unions, or other associations of their own choosing, and to bargain collectively. Nor shall the Supplier discourage membership of unions. Union representatives shall not be subject to discrimination and shall be given access to employees at the workplace. If national legislation does not allow unions, worker empowerment should be promoted as well as other forms of dialogue between the management and the employees.

Prohibition against Discrimination and Harassment (ILO Convention no. 100 and 111)

The Supplier shall support diversity and equal opportunities in employment. Discrimination on the basis of race, age, sex, marital status, pregnancy, religion, social or ethnic origin, nationality, physical ability, health status, political opinion, union membership or sexual orientation may not take place.

Harassment refers to instances when employees are subject to harsh or inhuman treatment, including sexual harassment or other forms of psychological or physical punishment. Harassment may not take place.

2.3 Labour protection and work environment legislation

The Supplier shall comply with the labour protection and work environment legislation in force in the country of production. Employees working within the operations of the Supplier shall be provided a safe and healthy working environment, in terms of both physical and psychological hazards, where preventative measures shall be taken which reduce injury and risks to health.

Employees shall receive training on the potential health risks that the work can entail, including fire safety, hazardous operations and first aid. The Supplier shall, to the extent that it is possible, provide relevant protective equipment and ensure that information on health and safety is readily available at the workplace.

Emergency exits shall be clearly marked, illuminated and may not be blocked. Evacuation exercises and the testing of fire alarms shall be conducted on a regular basis.

The Supplier must provide a suitable, clean and sanitary infrastructure, including access to toilets and potable water, which conforms to the needs of its employees and is adequate to its numbers. Accommodation, if provided by the Supplier, shall conform to the same requirements, including the general provisions on health and safety listed above.

2.4 Labour legislation

The Supplier shall adhere to the labour law, and the social welfare protection regulations in force in the country of production. Wages shall be paid in complete directly to the employee within the agreed timeframe. The Supplier shall support the payment of living wages to employees, and under no circumstances support the payment of less than the national or locally stipulated minimum wage. Overtime compensation shall be paid and clearly specified in wage statements. Deductions from wages as a disciplinary measure shall not be permitted.

Employees shall have at least one day of rest per week. Working hours shall not exceed legal limits or a maximum of 60 hours per week, including overtime (a maximum of 12 hours of overtime in total).

In addition to the right to weekly rest, the Supplier shall also provide the employee with vacation, holidays, sick leave and parental leave, which shall be compensated in accordance with national legislation.

2.5 Environmental protection

The Supplier must comply with all relevant environmental protection legislation that is in force in the country of production. Through a systematic approach, the Supplier should be able to identify, measure and follow-up its environmental impact, and shall aim to continually improve its environmental performance and minimize the use of resources and the production of waste. The

Supplier shall aim towards employing a life-cycle perspective concerning environmental impact from products and services and shall place environmental requirements on subcontractors.

2.6 The United Nations Convention against Corruption

The Supplier shall not directly or indirectly offer undue payment or other forms of compensation to any person or organization with the aim of obtaining, maintaining or directing business operations or receive other undue advantages within the framework of its operations.

The Supplier shall not directly or indirectly request or accept any form of undue payment or other forms of compensation from a third party which can affect the objectivity of business decisions.

3. Beyond compliance

Cuebid continuously evaluates the risk areas that are most important in relation to the supply chain and require, in addition to compliance with the above stated international and national legislation and binding conventions, that the Supplier act to ensure compliance concerning the following two risk areas.

3.1 Conflict minerals¹

The products supplied to Cuebid shall not contain conflict minerals. Suppliers shall exercise due diligence on the source and chain of custody of the minerals in the products and make this information available to customers upon customer request.

4. Systematic approach

In order to mitigate the risks related to this Code of Conduct, the Supplier should have established a systematic approach, including certain policies and routines, internally and has ensured that these demands are transferred and accepted by their respective suppliers. The requirements of a systematic approach include at least procedures concerning the following;

4.1 Responsibility

The Supplier should have a defined distribution of responsibility for the issues relating to this Code, including supplier management and follow-up.

4.2 Risk analysis

The Supplier should have a defined procedure concerning risk analysis of its supply chain, including risks related to human rights, external environment, work environment and working conditions. The Supplier should continuously perform a risk analysis in accordance with the stated procedure.

4.3 Requirements on suppliers

The Supplier should have a defined procedure and routines to transfer the requirements of this Code, or corresponding demands, to its sub-suppliers with the aim to reach the whole supply chain of the products.

4.4 Supplier evaluation

¹ *Conflict minerals* is defined as tantalum, tin, tungsten and gold in the products, parts, components, and materials manufactured, which are directly or indirectly financing or financially beneficial for armed groups in the Democratic Republic of the Congo or an adjoining country.

The Supplier should have a defined method and procedure of continuous supplier evaluation based on the risk analysis and the supplier’s abilities to meet the requirements of this Code, or corresponding demands.

4.5 Follow-up procedures

The Supplier should have defined procedures to ensure that the requirements of this Code, or corresponding demands, are enforced at their sub-supplier level. This includes a clear procedure for continuous follow-up and records of performed checks.

4.6 Management of non-conformances

The Supplier should have procedures to manage any non-conformances discovered in their own operations as well as in their supply chain. If a behaviour that violates this Code is discovered, the Supplier must establish action plans that are related to the non-conformance. The Supplier shall, on request from Cuebid, be able to present documentation of inspections carried out, as well as any actions and action plans.

There should be a communicated process for their personnel as well as external parties to raise any concerns without fear of retaliation. The process should ensure that the confidentiality, anonymity and protection of supplier and employee whistle-blowers are to be maintained, unless prohibited by law.

We hereby confirm that we have read, understood and accepted the conditions of this Code of Conduct	
Place and Date	Supplier:
Authorized signatory:	Name: