

## Elopak Global Supplier Code of Conduct

Elopak is committed to conducting business in a socially and environmentally responsible manner. Accordingly, Elopak has developed a Global Supplier Code of Conduct (SCoC) to illustrate and clarify what we expect from our suppliers in the areas of business ethics, human rights, labor practices, health and safety and the environment. The SCoC outlines the minimum standards Elopak requires its suppliers to comply with when doing business with Elopak in addition to applicable laws and regulations. The SCoC is based on the ten principles of the UN Global Compact, the UN Declaration of Human Rights and core ILO (International Labor Organization) conventions.

Definition: Supplier in this SCoC is the contractual party responsible for supplying the good and/or service to Elopak.

### Compliance

The supplier is accepting when providing services and/or delivering goods to Elopak to comply with this SCoC. Moreover, the supplier is to communicate the requirements herein (not necessarily this SCoC itself) to its own suppliers, and to strive towards their compliance. The SCoC forms an integral part of all contracts between the supplier and Elopak. In the event of non-conformance of the SCoC, Elopak and the supplier will jointly prepare a plan for remedy. Corrective action must be taken within a reasonable period of time, agreed upon by both parties.

Elopak reserves the right to verify compliance with the SCoC through internal or external assessment. At Elopak's request, the supplier must be able to document compliance through self-declaration, follow-up meetings and/or inspection at supplier's production sites.

Elopak encourages its suppliers to continuously work to improve their operations in order to comply with international standards and best practices. Elopak strives to continuously evaluate and improve policy and practices in order to support suppliers in complying with this SCoC.

### Business Conduct Principles

#### 1. Business Ethics

Elopak and its employees will not, in order to obtain business or private benefits, accept illegal or undue advantages. Corruption in any form is strictly prohibited, including bribery, extortion, kickbacks or improper private or professional benefits to customers, suppliers, agents or any third party. Elopak expects the supplier to adhere to similar practice and principles for its business.

#### 2. Human Rights

The supplier shall respect basic human rights in its business and supply chain.

#### Forced Labor

The supplier shall under no circumstance make use of forced or compulsory labor. Workers shall be able to leave work as well as terminate the contract with a reasonable notice period.

#### Freedom of Association and the Right to Collective Bargaining

Employees' rights to join and form association and trade unions and to bargain collectively shall be respected.

#### Child Labor

The use of child labor is strictly prohibited. The supplier shall adhere to minimum employment age defined by national laws or regulations.

#### Fair and Equal Treatment

The supplier shall promote equal treatment and opportunities. The supplier shall not discriminate in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. Any form of physical, psychological, sexual or verbal abuse or threats thereof is prohibited.

#### Working Hours

The supplier shall adhere to national laws and benchmark industry standards in relation to working hours, overtime hours, breaks, rest periods, holidays and maternity and paternity leave. Workers should be allowed at least one day off for every seven day period.

#### Wages and Benefits

The supplier must as a minimum meet national legal standards in providing wages and benefits. Wages must meet basic needs as well as provide some discretionary income.

#### Regular Employment

The use of short term contracting, sub-contractors, apprenticeship programs or other labor relationships shall not be used in order to avoid obligations to employees under international conventions and national laws and regulations concerning regular employment. Workers are entitled to a written contract of employment in a language they understand.

#### 3. Health and Safety

The supplier shall work proactively to manage and ensure a safe and hygienic working environment. The

supplier must have a system in place that manages and controls hazardous chemicals and other relevant substances. Appropriate steps must be taken to prevent accidents and work related injury. As a minimum, the supplier shall provide access to clean toilet facilities, potable water as well as fire exits, essential safety equipment, emergency kits and access to emergency assistance. The supplier must adhere to good manufacturing practices and relevant laws and regulations on food safety related to the product.

#### 4. Minority Rights

Production and use of raw materials shall not contribute to the destruction and/or degradation of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

#### 5. Environment

The supplier shall continuously consider the impact of its operations and business on the environment and human health and take measures to minimize the impact throughout the value chain. This includes minimizing pollution, protecting biodiversity, promoting an efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions in production and transport. The local environment at and nearby the production site shall not be exploited or degraded. The supplier shall not contribute to deforestation as a result of its business. As a minimum, the supplier shall comply with national and international laws and regulations and environmental permits.

#### 6. Management Systems

The supplier shall have an appropriate management system that supports the implementation of and adherence to the SCoC as well as other applicable laws. Elopak's minimum expectations are summed up in the following measures;

- The supplier shall have a systematic approach in implementing the requirements of this SCoC in its business as well as evaluating, mitigating and managing risks related to the topics herein.
- The supplier must maintain records in order to verify compliance with the SCoC and other applicable regulation.
- The supplier shall strive towards and document compliance by its suppliers to the requirements and standards in this SCoC.
- The supplier must be able to disclose information of origin (country of origin) associated with the products produced for and ordered by Elopak.
- The supplier shall have a system in place for internal reporting (whistle blowing system) of issues related to the requirements of this SCoC.

#### 7. Compliance with data privacy legislations

Elopak takes data protection seriously and has adopted appropriate security measures to protect our employees', customers' and business partners' personal data against loss, misuse, unauthorized access, theft, alteration, disclosure or destruction. All processing of personal data in Elopak is to comply with the current data privacy legislations, hereunder the General Data Protection Regulation (GDPR). All our business partners that process personal information on behalf of Elopak need to enter into relevant data processing agreements.

#### Supplier's Acknowledgement

We, the undersigned, hereby confirm that we acknowledge and will strive to fulfill the requirements of the Elopak Global Supplier Code of Conduct. We agree that Elopak may audit our practices and operations in the aforementioned areas in order to assess compliance with the requirements. We will report to Elopak any case of non-conformance of this SCoC and will take necessary action to comply with the requirements and provisions herein. We are aware that where a deviation cannot be improved or remedied, the business relation may be renegotiated or terminated by Elopak.

Name of Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date & Place: \_\_\_\_\_

This document must be signed by an authorized representative of the supplier.