

## SUPPLIER CODE OF CONDUCT

### Introduction

---

Schibsted Media Group (hereinafter “Schibsted”) is committed to throughout our operations respect universally recognized principles on human rights, labour rights, the environment and the fight against corruption. This also implies building sustainable relationships with our suppliers (hereinafter “Suppliers”). This Supplier Code of Conduct (hereinafter “the Code”) has been adopted by Schibsted to ensure that our Suppliers are aware of and respect our expectations and standpoint on sustainability. The Code covers the areas of human rights, labour rights, environment and anti-corruption.

The Code is based on the International Bill of Human Rights, the UN Children’s Rights and Business Principles, the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development and the UN Convention against Corruption, as outlined in the ten principles of the UN Global Compact, in which we are members.

The Code applies to all Suppliers and sub-suppliers regardless of tier (hereinafter “Sub-suppliers”) providing products and/or services to Schibsted. This includes the Suppliers’ and its Sub-suppliers’ employees and consultants, regardless of employment form.

The Supplier is responsible for staying updated about any changes of the Code. Schibsted will post changes or updates of the Code on the company website.

Schibsted’s Board of Directors has approved the Code.

## Compliance

---

The Supplier shall be updated on, and comply with applicable international regulations and conventions, as well as regional and national legislation. In cases where national laws or regulations in the country or countries of operation provide a stronger protection than the requirements set forth in the Code, such national legislation shall prevail.

The Supplier is responsible for ensuring that its Sub-suppliers are aware of and comply with the requirements outlined in the Code. The Supplier shall also evaluate and monitor their Sub-suppliers, and collect relevant information regarding the supply chain's compliance. Such information shall be given to Schibsted upon request.

To ensure compliance of the Code, the Supplier shall, upon request, participate in a self-assessment process organized by Schibsted. Schibsted, or a third party assigned by Schibsted, has the right to conduct reviews or audits on how the Suppliers and Sub-suppliers

fulfil the requirements set forth in the Code. The Supplier agrees to cooperate during such reviews or audits. The Supplier shall ensure that Schibsted has a corresponding right to audit any of its Sub-suppliers.

### **Grievance mechanism and non-compliance**

The Supplier shall have a grievance mechanism in place available for employees to file anonymous complaints. Employees shall be able to raise concerns without fear of punishment or retribution.

The Supplier shall inform Schibsted about concerns or suspicions of cases of non-compliance towards any of the requirements stated in the Code. Schibsted prohibits reprisal against anyone who raises concerns. Cases of non-compliance with the Code shall be reported to: [complianceofficer@schibsted.com](mailto:complianceofficer@schibsted.com) or your contact person at Schibsted.

Any material breach of the requirements set forth in the Code will cause negative impact in the business relation with Schibsted, including but not limited to, the risk of immediate termination of any agreement with the Supplier.

## **Corrective actions and commitment to improvements**

Schibsted recognizes that Suppliers will be at different stages of maturity and commits to working with the Suppliers to achieve continuous improvements in the areas included in the Code. In case of identified non-compliances with the Code, the Supplier shall provide a corrective action plan and promptly take actions and commit to improvements. Schibsted may offer guidance and support on corrections and improvements.

Schibsted also encourages its Suppliers to participate in initiatives and/or industry collaborations aiming to raise the standard in the areas set forth in the Code.

## **Human Rights & Labour Rights**

---

The Supplier shall respect human rights and not be involved, directly or indirectly, in any abuse of or adverse impact on labour and universally recognized human rights. Everyone at the workplace shall be treated with respect and dignity and be entitled all fundamental human rights.

### **Non-discrimination**

All employees shall be treated with respect and diversity shall be endorsed. All forms of discriminating acts upon hiring or employment are prohibited. No person shall be discriminated on grounds of race, religion, age, ethnicity, national or social origin, religion, gender, sexual orientation, marital or parental status, pregnancy, disability, union membership, political opinion, HIV/AIDS status, sexual orientation or any other grounds recognized under ILO Conventions or national law in the country or countries of operation.

## **Freedom of expression and freedom of press**

The freedom of expression and the freedom of the press shall be respected. All employees shall have the right to hold opinions without interference, and to seek and receive information and ideas through any media regardless of frontiers.

## **Right to privacy and personal integrity**

All employees' right to privacy and personal integrity shall be respected at all times. No one shall be subjected to arbitrary interference with his/her privacy, family, home or correspondence, nor to attacks upon his/her honour and reputation.

## **The effective abolition of child labour and exploitation**

No person shall be employed who is below the minimum legal age for employment. The minimum age for admission to work is 15 years old (or exceptionally 14 years if allowed by national law), or the national legal working age, whichever is higher. Children under eighteen (18) years shall not be subject to hazardous work, heavy work or night shift work.

## **Children's rights**

The protection and safety of children shall be ensured by the Supplier in all business activities. Children's rights shall be respected and supported in the use of marketing and advertising.

## **Elimination of all forms of forced labour**

All forms of forced, compulsory or illegal labour is prohibited. This includes, but is not limited to, prison labour, human trafficking, bonded labour and modern slavery. Employees shall not be required to provide a deposits or original identity papers to the employer. Employees shall be allowed to move freely at the workplace without supervision and have the possibility to leave the premises outside of working hours.

## **Freedom of association and collective bargaining**

All employees have the right to form, join or refuse to join organisations and unions and to bargain collectively. Employees shall be allowed to appoint independent work representatives and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

## **Prohibition of punishment and harassment**

No person shall be subject to physical punishment, unlawful detention, physical, sexual, psychological or verbal harassment or abuse. Disciplinary measures such as wage deductions are not permitted.

## **Employment conditions**

All employees shall be provided a written employment contract in a language understandable to the employee. The contract shall, as a minimum, include working hours, overtime compensation, notice period, salary and frequency of payment.

## **Working hours**

A normal working week shall not exceed 48 hours. All overtime shall be voluntary and not exceed 12 hours per week, unless a collective bargaining agreement states otherwise. Employees shall be given at least one day off in every seven-day period, and have sufficient time to rest between shifts.

## **Compensation**

The regular wages must be fair and cover an adequate standard of living (living wage), including housing, transportation, food, energy, education, and health care as well as reflecting the household size. Wages shall be paid regularly and directly to the employee, at the agreed time, and in full. Overtime wage rates shall be premium to regular wages.

## **Vacation, sick leave and parental leave**

Employees are entitled to at least three weeks of paid annual vacation. Sick leave and parental leave shall be permitted and paid for in accordance with the national legislation or regulation in the country of operation.

## **Health and safety**

The Supplier shall ensure a safe and healthy work environment, both physically and mentally. Actions shall be taken in order to prevent work accidents and work-related injuries including, but not limited to, regular fire and evacuation drills and daily checks ensuring functioning fire alarms

and accessible evacuation routes and emergency exists. Information and training are to be provided to employees including, but not limited to: fire safety, handling of chemicals, work tools/machinery, hazardous waste, emergency awareness and first aid.

All employees shall be protected from exposure to potential health and safety hazards. Appropriate personal protective equipment shall be provided, free of charge, to the employee. Incidents of injury, occupational disease and other illnesses are to be reported and documented to the Suppliers' management.

Employees shall be entitled to personal breaks and have ready access to clean gender separated toilets, potable drinking water, adequate working space with interior fit for the purpose and clean canteen facilities. Deductions made for food and housing shall be reasonable in accordance with the employee's wage and cost of living in the country of operation. In case a factory provides housing/dormitories for the employees, they must be safe and hygienic with separate sleeping areas, toilets and showers for men and women.

### **Conflict-affected or high-risk areas**

When sourcing minerals from conflict-affected or high-risk areas, the Supplier should follow the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

## **Environment**

---

The Supplier shall actively strive to increase the positive and reduce the negative impact of their operations and supply chain on the environment and society. The environmental efforts shall be appropriate in relation to the nature of the Supplier's business and risks related to the business.

### **Environmental responsibility and precautionary measures**

The Supplier shall take a precautionary approach to environmental challenges as soon as there is reason to believe that an action could harm the environment, human health or human safety.

The Supplier has the responsibility to ensure that activities within their own operations do not cause harm to the environment and should undertake initiatives to promote greater environmental responsibility.

## **Environmentally friendly techniques**

The development and use of environmentally friendly techniques shall be encouraged in the Suppliers' products, processes, design and material selection. This includes, but is not limited to, making efforts to reduce water and energy use as well as utilizing resources more efficiently.

## **Renewable energy sources**

Renewable energy sources, energy efficient products and services shall be prioritized in purchasing and procurement.

## **Effluents and emission**

The Supplier shall identify, manage, reduce, and responsibly control emissions and effluents released from its operations.

## **Chemicals and hazardous substances**

All chemicals and hazardous substances used by the Supplier shall be documented and evaluated regularly. The Supplier shall strive to phase out chemicals listed on REACH Candidate List of Substances of Very High Concern (SVHC) through the substitution principle. Approved hazardous substances and chemicals used should be handled, stored and disposed of in a safe and proper way to ensure no harm is made to the environment.

## **Waste management**

The Supplier shall make practical efforts to eliminate and reduce the amount of waste generated, including hazardous and electronic waste. Waste material should be reused and recycled wherever possible. The Supplier shall ensure compliance of safe handling, storing and transportation of all waste generated from their operations, and dispose of the waste in a manner which prevents pollution of the surrounding land, water resources and atmosphere.

## Transport

Environmental impact shall be considered when choosing means of transportation. The Supplier shall strive to use rail, road or sea transport and prioritize fuel-efficient vehicles when providing services to Schibsted.

## Sustainable fiber sourcing

Forest products shall not come from sources that directly or indirectly have been involved in illegal trade or logging. Biological diversity should be protected and the Supplier shall ensure that no forest product is sourced from areas of High Conservation Value Forest (HCVF) meaning areas with high ecological or social value. Suppliers shall not engage in any form of land-grabbing.

## Anti-corruption

---

The Supplier shall not, directly or indirectly, engage in any form of corrupt practices. The Supplier shall also ensure that all business partners understand that all forms of corruption are unacceptable to Schibsted. Corruption includes, but is not limited to, the following acts:

- **Bribery** – occurs when a person requests, receives, accepts, offers, pays, seeks or accepts an offer or an improper advantage or reward in connection with his or her position, office or assignment;
- **Extortion** – is a, direct or indirect, act of utilizing one's power, position or knowledge to demand unmerited cooperation or compensation as a result of coercive threats;
- **Facilitation payments** – is a, direct or indirect, unofficial payments made to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has legal or other entitlement;



- **Nepotism and cronyism** – is a form of favouritism based on familiar and acquaintances relationships where someone in an official position exploits his or her power and authority to provide a job or favour to a family member or friend, even though he or she may not be qualified or deserving;
- **Fraud** – is any intentional or deliberate act to deprive someone of property or money by deception or other unfair means;
- **Money laundering** – is any act or attempted act to conceal or disguise the identity of illegally obtained proceeds so that they appear to have originated from legitimate sources;
- **Transfer mispricing** - is the abusive manipulation of transfer pricing (meaning the process through which parent companies and/or subsidiaries of the same parent, in different countries, establish a price for goods or services between themselves) for the purpose of avoiding or reducing taxes across all entities;
- **Tax evasion/tax avoidance** - is the illegal non-payment or under-payment of taxes, usually by deliberately making a false declaration or no declaration to tax authorities – such as by declaring less income, profits or gains than the amounts actually earned, or by overstating deductions; and
- **Market distortion** – is an economic scenario that occurs when there is an intervention such as price ceilings, price floors or tax subsidies in a given market introduced by a governing body or a single business holding a monopoly, or when other factors prevent free and open competition.

## **Business gifts and hospitality**

The Supplier shall have a gift policy and registration system in place and ensure employees awareness of the policy.

## **Conflict of interest**

All conflicts of interest that may compromise the Supplier's credibility at Schibsted or external parties' confidence in Schibsted shall be avoided. If matters arise that could be perceived as a conflict of interest, the Supplier shall be transparent and act responsibly.

## **Competition law**

The Supplier shall respect and comply with all applicable competition laws, and shall not engage in any form of cartels, abuse of power, beneficiary services or market distortion. The Supplier shall not engage in activities that may hinder the development of fair competition.

## **Data protection and information security**

The Supplier must handle confidential information and data carefully. The information/data shall be appropriately safeguarded and used only for the purpose of the execution of the applicable order. Employees who come in contact with confidential information/data shall receive proper training of relevant data protection laws and regulations.

## **Confirmation**

---

We hereby confirm that we have taken part of this Code. We understand our responsibility to inform our employees and Suppliers about its content and we ensure to follow the principles set out in this Code.

Company name:

Name of signatory:

Date:

Signature:

Part of agreement: