

Nimbus Nordic A/S's Code of Conduct

I. Introduction

The purpose of this Code of Conduct (Code) is to ensure that our suppliers demonstrate responsible business conduct. The Code follows globally agreed minimum standards and asks our suppliers to manage adverse impacts on:

- human rights, including labour rights,
- the environment,
- anti-corruption, and
- animal welfare (despite the lack of internationally endorsed principles on animal welfare)

The scope of minimum requirements is based on the ten general principles of the UN Global Compact. The required management of potential and actual adverse impacts on the scope is aligned with the UN Guiding Principles on Business and Human Rights (the UNGPs). Managing adverse impacts is distinct from legal compliance. As a precondition, suppliers are expected to comply with national law.

Nimbus Nordic A/S reserves the right to put forward additional or more specific requirements and conditions related to sustainable development; e.g. on use of chemicals.

II. Process Requirements

Nimbus Nordic A/S expects all suppliers to develop and implement the following:

1. *Adopt Policy Statement:*

Which must:

- Be approved by the most senior level of the supplier.
- Be informed by experts on human rights including labour rights, environmental, and anti-corruption principles.
- Stipulate the supplier's expectations of employees and business relations on human rights, including labour rights, environment, and anti-corruption.
- Be publicly available and communicated both internally and externally.
- Be reflected in other operational policies and procedures necessary to embed the policy statement throughout the supplier's operations.

2. *Carry through Due Diligence:*

That – as a minimum – includes the following elements:

- *Identification:* On a regular basis, the supplier must identify potential and actual adverse impacts on human rights including labour rights, environmental, and anti-corruption principles.
- *Prevention and mitigation:* When potential or actual adverse impacts are identified, suppliers must take action to prevent or mitigate such adverse impacts.
- *Accounting:* Actions to prevent or mitigate identified adverse impacts, must be closely tracked to ensure effectiveness. Suppliers are expected to communicate their findings, actions, and tracking to relevant stakeholders including Nimbus Nordic A/S.

3. *Provide for access to remedy:*

- Where the supplier identifies that it causes or contributes to actual adverse impacts on human rights including labour rights, environmental, and anti-corruption principles, the supplier must enable access to remedy for those affected and/or inform relevant authorities.
- The supplier must provide access to remedy through legitimate processes (grievance mechanisms) to victims of actual adverse human rights impacts that the supplier causes or contributes to.
- If the supplier is merely linked to actual adverse impacts, the supplier must use its leverage to make the causing or contributing entity address the impacts.

III. Sustainability Requirements

Through the establishment of the processes outlined above, the principles that Nimbus Nordic A/S expects suppliers to manage adverse impacts upon are described in the four following subsections:

1. Human rights, including labour rights

Suppliers should – as a minimum - manage their adverse impacts on the human rights stated in the International Bill of Human Rights that includes the core labour rights from the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.

2. Environmental principles

Suppliers should manage all significant potential and actual impacts on the external environment in relation to the areas of impacts addressed by the principles in the Rio Declaration on Environment and Development.

3. Anti-corruption principles

Suppliers should establish adequate processes to counter corrupt practices. Such processes should address the scope outlined by the United Nations Convention against Corruption.

4. Animal welfare

Suppliers should manage all significant potential and actual adverse impacts on animal welfare.

IV. Implementation and Collaboration

1. Scope of Application

This Code applies to Nimbus Nordic A/S's first tier suppliers. Suppliers shall ensure that its first tier suppliers have adequate processes in place to manage their adverse impacts on human rights including labour rights, environmental, and anti-corruption principles. As part of this obligation, suppliers must:

- Make their first tier suppliers aware of the scope and processes outlined in the Code and pose similar requirements to such suppliers as featured in this Code;
- If adverse impacts are discovered, use their leverage with their suppliers in order to make such suppliers adequately address such impacts; and
- Undertake reasonable efforts to ensure that their suppliers operate in accordance with this Code.

2. Records and Documentation

Suppliers must maintain appropriate records to demonstrate compliance with the requirements of this Code. Appropriate records include, but are not limited to:

- Policy Commitment(s);
- Documentation of due diligence processes, including impact assessments and records from the tracking process on specific actions;
- Information on grievance mechanisms.

3. Continuous Collaboration

The aim of this Code is to form the basis for collaboration between Nimbus Nordic A/S and suppliers for continuous improvements in managing adverse impacts on principles for sustainable development.

Nimbus Nordic A/S expects all suppliers at any time to be able to declare in writing their stage of implementation in relation to the requirements contained in this Code. Suppliers shall cooperate in answering further questions, self-assessments, and if deemed necessary cooperate with Nimbus Nordic A/S in improving management systems and addressing specific impacts. If necessary, suppliers must accommodate visits from Nimbus Nordic A/S to assert compliance, including providing for physical access to any representative from Nimbus Nordic A/S or independent third parties.

By non-compliance, suppliers must self-correct within a fixed period. Failure to self-correct or if suppliers fail to demonstrate willingness to improve systems or address identified adverse impacts, Nimbus Nordic A/S reserves the right to end the business relationship immediately.

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