Fynbo Foods' Code of Conduct

1. Introduction

Fynbo Foods A/S (hereafter "Fynbo") began its journey in 2002 with brand new production facilities on Sigenvej in Vrå – a small town in the heart of Vendsyssel in the northernmost part of Denmark. The region is known for its rich countryside and strong traditions in jam and marmalade production. As demand has grown, our facilities have been continuously expanded, and many new employees have joined us over the years. Today, Fynbo is one of Scandinavia's leading jam producers and a well-established, market-oriented food producer. All our products continue to be produced at our facility in Denmark.

We are grateful for the ongoing support and collaboration with our suppliers, customers, and consumers across the globe. These relations are vital to our business. Equally important are our strong ethical standards, which are a cornerstone of Fynbo's identity and foundation for this Code of Conduct (hereafter "the Code").

The Code outlines our environmental, social, and ethical responsibilities, which are based on internationally recognized conventions, declarations, and frameworks – including the United Nations Global Compact, the Universal Declaration of Human Rights, the Fundamental Conventions of the International Labour Organization (ILO), the United Nations Declaration on the Rights of Indigenous Peoples, the United Nations Universal Declaration on Elimination of Discrimination Against Women, the United Nations Universal Declaration of the Right of the Child, the United Nations Sustainable Development Goals, and the Paris Agreement on climate change.

As a participant in the United Nations Global Compact, Fynbo is committed to upholding principles related to human rights, labour rights, environmental protection, and anti-corruption. This Code reflects our commitment to these areas. In line with this commitment, Fynbo works actively with ESG (**E**nvironmental, **S**ocial, and **G**overnance) principles to ensure responsible business practices throughout our operations and supply chain – find more information on www.fynbofoods.com. The following sections outline the key principles and standards that guide our actions and those of our suppliers and business partners. The principles constitute minimum and not maximum standards.

The Code applies not only to Fynbo itself, but also to every supplier and business partner in Fynbo's value chain. For the sake of clarity and simplicity, the term "supplier" will be used throughout the following sections to refer to all such parties.

2. ENVIRONMENT: *Environment and local communities*

2.1. Environmental law and regulation

We require that suppliers respect the environment by following all local, regional and international environmental laws and regulations, as far as they apply to the supplier's products and processes. Further, suppliers are obliged to obtain and maintain the necessary environmental registrations, permits and licenses.

2.2. Reduction of emissions

Suppliers must have proper procedures and capabilities in place to ensure that they – to the extent possible – prevent and mitigate negative environmental impacts from their activities or associated activities. This includes, but is not limited to, carbon footprint and emissions to air, water and soil.

Fynbo's goal is to limit global warming from our own operations in alignment with the 1,5°C degrees defined in the Paris Agreement and the Science Based Target initiative. We highly encourage suppliers to identify and calculate the greenhouse gas emissions from their operations and to set reduction targets in line with internationally recognised climate goals, such as the Paris Agreement.

We expect suppliers to collaborate with us in reducing greenhouse gas emissions across the supply chain.

2.3. Use of resources

Suppliers are expected to use resources efficiently and responsibly, including energy and water. Systems for responsible waste management must be established by the supplier. Chemicals and hazardous substances shall be safely managed, handled, stored and disposed of to prevent pollution and harm to people and ecosystems. We encourage suppliers to substitute hazardous substances with alternative, less harmful substances wherever possible.

2.4. Biodiversity and deforestation

We expect biodiversity to be protected, and deforestation or degradation of ecosystems to be avoided. Suppliers must comply with the EU Deforestation Regulation (EUDR), to the extent that the legislation applies to their business. If Fynbo is supplied with goods listed in Annex I of the EUDR, suppliers must inform us and share all necessary and required data with Fynbo.

2.5. Local communities

Suppliers must respect applicable land ownership rights and refrain from any unlawful expropriation and destruction of land, forests and waterways that constitute the livelihood of marginalised or indigenous populations. Suppliers must engage and consult with potentially affected local communities and avoid causing or contributing to negative impact on their human rights.

See United Nations Declaration on the Rights of Indigenous Peoples.

3. SOCIAL: *Human rights, labour rights and working conditions*

3.1. No forced labour

All employment at the suppliers must be freely chosen. Forced, bonded, involuntary, servitude, trafficked and prison labour is not tolerated by Fynbo. All employees must have written, understandable and legal employment contracts and employment terms, see section 3.2. Suppliers must allow its employees to leave work and freely terminate their employment with a reasonable notice.

See ILO convention no. 29 and 105.

3.2. Responsible recruitment

Fynbo expects suppliers to adhere to international principles of responsible recruitment. Suppliers must ensure that the recruitment processes do not cause insecurity, indebtedness, or social or economic vulnerability for the employees.

Suppliers must provide all employees with written, understandable and legal employment contracts and ensure that work is performed in compliance with relevant national legislation and international labour standards. Employment terms, including remuneration, must follow local and international laws, regulations and applicable collective bargaining agreements.

3.3. No discrimination

No discrimination is tolerated by Fynbo, and suppliers must not discriminate in any situation, including but not limited to employment decisions (hiring, remuneration, access to training/education, promotion, termination of employment, retirement, etc.). All recruitment, training, promotion or other career opportunities must be based on merit and skills, and equal opportunities must be ensured for everyone.

Suppliers must not discriminate, exclude or have a certain preference for persons based on gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, migrant status, nationality, membership in unions or any other legitimated organizations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, parental status, diseases or any other condition that could give rise to discrimination. Further, employees must not be harassed or disciplined on any of the grounds listed above.

See ILO convention no. 100 and 111 and the United Nations Universal Declaration on Elimination of Discrimination Against Women.

3.4. No brutal behaviour

Sexually coercive, threatening, abusive or exploitative behaviour is not tolerated by Fynbo. Suppliers must not engage in or support the use of corporal punishment, threats of violence, mental or physical coercion or verbal or sexual harassment.

3.5. Disciplinary measures

Disciplinary actions must follow national laws and international human rights. Inappropriate disciplinary actions, such as withholding wages or documents, brutal behaviour or restrictions on employees' freedom of movement or ability to leave the workplace, is not tolerated by Fynbo.

All disciplinary measures must be documented in writing and explained orally to affected employees in understandable terms.

3.6. No child labour

Any direct or indirect use or exploit of child labour is not tolerated by Fynbo. No person must be employed at an age younger than 15 years, unless the exceptions recognised by the ILO apply. The local legal minimum age (if higher than 15 years) for full-time employment must always be observed. Suppliers must have proof of age documentation for all employees.

See ILO convention no. 79, 138 and 182 and the United Nations Universal Declaration of the Right of the Child.

3.7. Young or vulnerable people

Young workers between 15-18 years old may only be employed to carry out light work at reduced working hours during daytime, with tasks that do not interfere with their physical and mental development and education.

Special protection measures shall be provided for vulnerable people, including but not limited to, young workers, new and expecting mothers, and individuals with disabilities.

See ILO convention no. 79, 138 and 182 and the United Nations Universal Declaration of the Right of the Child.

3.8. Working hours and leave

The maximum regular working hours for an employee must not exceed 48 hours per week. Overtime work must be voluntary, limited and generally not exceed 12 hours per week. Overtime shall be paid at a premium rate. Employees must have the right to resting breaks and a minimum of one day off per week. Fynbo recognises the exceptions specified by ILO, and that collective bargaining agreements may include exceptions as well. Maternity and sick leave, holiday and time off must be provided to all employees in accordance with applicable local law, traditions and standards.

See ILO convention no. 1 and 14.

3.9. Remuneration

All employees must be entitled to fair and equal remuneration, which at least cover the basic living needs of the employees (living wage). Remuneration must always meet the legal minimum wage, industry standards (collective bargaining agreement) or negotiated wages and include all mandatory benefits. All overtime work must be compensated at a premium rate according to legal requirements.

For piece-rate workers, their working day must give at least the equivalent of a minimum day-wage.

Deduction in remuneration must not be used as a disciplinary sanction and is only permitted under the conditions and to the extent prescribed by law or collective bargaining agreement.

See ILO convention no. 100 and 131.

3.10. Health and safety

Suppliers' facilities must meet safety, health and hygienic standards according to applicable local laws, international regulations and industrial standards.

Suppliers must have procedures in place to ensure a safe workplace and prevent, address and mitigate health and safety risks, including but not limited to:

- Incident and risk management procedures / emergencies procedures
- Representatives appointed for health and safety committee according to law or standards
- Health and safety training and education for relevant employees to carry out their job; emergency and fire training; training in handling hazardous materials, chemicals and dangerous goods
- Provision of the appropriate personal protective equipment (PPE) free of charge and in good condition to all employees. Training must be provided
- All premises, including company-provided dormitories (accommodation), restrooms, changing rooms and canteen, must uphold the highest hygienic and health and safety standards
- Ensure access to drinking water
- Ensure adequate occupational medical assistance and related facilities
- Seek improvement of employees' protection in case of accident including through compulsory insurance schemes

See ILO convention no. 155.

3.11. Worker's association

Suppliers must respect the employees' right to freedom of association, including to form or join associations of their own choice and bargaining collectively on all work-related issues. No employee must be discriminated on grounds of union membership or lack of membership.

See ILO convention no. 87, 98, 135 and 154.

4. GOVERNANCE: *Regulatory compliance and business ethics*

4.1. Regulatory compliance

Suppliers must comply with all applicable local, national and international law and regulation, including industry standards and collective bargaining agreements. This also include trade law and regulations of import and export. If such laws, etc., cover the same principles as the Code, the strictest standard will apply.

4.2. Ethical business behaviour

Fynbo does not tolerate any form of corruption, extortion, blackmail, fraud, facilitation payments, bribery, antitrust actions or other kinds of illegal business.

Neither Fynbo nor any supplier of Fynbo is allowed to do business with suppliers or business partners under trade boycott from UN and/or the Danish authorities.

4.3. Convictions of human rights violations

Suppliers must not violate human rights as defined in the Universal Declaration of Human Rights. In case a supplier gets convicted for violating human rights or has knowledge about any violations – or potential violations – in the supply chain, the supplier is required to inform Fynbo immediately.

4.4. Gifts and hospitality

Suppliers are not allowed to offer gifts or hospitality to Fynbo's employees, customers or governmental authorities aimed at influencing business decisions. Any gifts or hospitality offered should be for genuine purposes of goodwill and fall within boundaries of what is generally considered normal, reasonable and appropriate. Suppliers must have corresponding principles for their own employees and suppliers.

4.5. Grievance mechanisms

Suppliers must ensure the availability of a grievance mechanism. At a minimum, this mechanism must be accessible to the suppliers' own employees. It is essential that no employee or other individual faces retaliation or negative consequences for making use of the grievance mechanism**.**

4.6. Cyber security and data protection

Appropriate cyber security measures must be implemented and maintained by suppliers, to protect sensitive data and ensure resilience in the event of a cyber incident. Systems used in/for production, traceability and food safety must be safeguarded against unauthorized access and tampering.

Personal data must be managed in accordance with all relevant laws, regulations, and best practice surrounding data processing and storage. This includes, but is not limited to, personal data received from Fynbo, and suppliers' own personal data related to their business and workforce.

4.7. Conflicts of interest

Suppliers must proactively avoid any actual or perceived conflicts of interest that may affect their relationship with Fynbo. Any potential conflict — personal, financial, or otherwise — must be disclosed in writing to Fynbo without undue delay. Maintaining objectivity and impartiality is crucial for preserving the integrity and trustworthiness of both Fynbo and the suppliers.

5. Obligations of suppliers

Suppliers must ensure that they always comply with the principles of the Code. Furthermore, suppliers are obliged to make all reasonable efforts to ensure that their sub-suppliers, contractors, agents, and other relevant parties also comply with the principles of the Code. It is the responsibility of the suppliers to ensure that the content of the Code is communicated to all relevant stakeholders. Suppliers remain responsible for their entire supply chain.

Suppliers must have an adequate and appropriate management system in place (e.g., monitoring mechanisms, policies, employee handbooks, training, documentation, risk-based due diligence process, etc.) to ensure compliance with and awareness of the Code.

Fynbo reserves the right to monitor and verify suppliers' compliance with the Code. This may include self-assessments, as well as announced or unannounced audits and inspections of the suppliers' premises, production sites, and storage facilities. Audits may be conducted by internal or external auditors. Suppliers must grant the auditors access to all relevant facilities, documents, and personnel. Furthermore, upon request, suppliers must provide Fynbo with accurate information and documentation demonstrating compliance with the Code.

Suppliers based in risk countries[1] must provide Fynbo with additional CSR-documentation demonstrating that satisfactory CSR-conditions are in place. CSR-documentation refers to a valid third-party audit or certification from one or more of the following:

- SEDEX/SMETA (4 pillars – however, 2 pillars may be accepted)
- BSCI
- KRAV
- Fairtrade
- GRASP (Global GAP Risk Assessment on Social Practice)
- Naturland standards on Production.

In the event of a breach of the Code or knowledge about potential breach, suppliers are obliged to notify Fynbo immediately.

[1] Fynbo uses the amfori BSCI Country Risk classification, which is based on the World Governance Indicators (WGI) developed by the World Bank. Countries – with a WGI average rating between 0-60 or three or more individual indicators rated below 60 – are classified as risk countries.

Fynbo always strive to address and resolve any non-compliance through dialogue, corrective actions and in good faith. However, if a supplier shows no willingness to comply with the Code, or if the breach is of a serious nature, we reserve the right to terminate the business relationship without notice.

6. Commitment to the Code

Fynbo reserves the right to amend the Code as necessary in order to maintain high standards. Suppliers can access the latest version of the Code on our website: www.fynbofoods.com. In the event of a new version of the Code, Fynbo will notify the suppliers and request a renewed signature to confirm acceptance.

By signing the Code, the supplier confirms that they have read and understood its content and acknowledge the importance of complying with it.

Please sign and return to your contact person at Fynbo.

Date:

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Name and title (capital letters):

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Signature:

_____

Company:

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