

# Supplier Code of Conduct

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Version 1.5  
Standard  
21<sup>st</sup> of November 2024

**Sanoma Corporation**  
P.O.Box 60, 00089 Sanoma, Finland  
ID 1524361-1

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# Sanoma Supplier Code of Conduct

Sanoma is committed to respecting human rights as well as ethical and responsible conduct in all of its operations and expects the same commitment from all of its Suppliers. Sanoma commits to, and expects Suppliers to identify, assess, manage and/or remediate material impacts, risks and opportunities throughout their supply chain and to provide transparency regarding owned and subcontracted companies involved in the production or delivery of Sanoma products or services when requested by Sanoma.

This Supplier Code of Conduct sets out the ethical standards and responsible business principles which Suppliers are required to comply with. Suppliers shall apply these standards and principles to their employees. Standards equally apply to all employees including permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, young workers (minors), part time, night, and migrant workers. The employee related principles are also applicable to staff, participants and volunteers involved by entertainment and content production companies and Suppliers. It is required that Suppliers apply principles similar to the Sanoma Supplier Code of Conduct to Affiliates and sub-contractors of Suppliers.

This document is based on recognized international standards, principles and best practices on human rights, labor conditions, environment and anti-corruption. Sanoma's Suppliers and service providers are expected to commit and respect the Ten Principles of the UN Global Compact (the Ten Principles), the Universal Declaration of Human Rights (UDHR), the International Bill of Rights, the UN Guiding Principles on Business and Human Rights (UNGPS), the ILO's Declaration on Fundamental Rights and Principles at Work (ILO declaration) and supporting ILO standards. This document is not a substitute for, nor should it be considered to override, applicable laws and regulations. Where local industry standards are higher than applicable legal requirements, we expect Suppliers to meet the higher standards.



## Responsible business

### Suppliers are required to:

- Act in compliance with relevant laws, ILO Declaration and the Ten Principles;
- Act in compliance with all applicable anti-corruption laws. Suppliers must not offer, demand, promise or accept bribes, facilitation payments, excessive gifts or hospitality, or anything of value, for the purpose of improperly obtaining or retaining business, or obtaining or providing any improper benefit or advantage. In particular, Suppliers must not offer any incentive to Sanoma employees or their family or friends in order to obtain or retain any business, and should not extend business courtesies to Sanoma employees other than basic corporate hospitality and small gifts in line with ordinary local business customs;
- Comply with all applicable laws and international treaties on intellectual property and refrain from infringing either Sanoma's or any third party's intellectual property rights;
- Conduct their business in compliance with all applicable antitrust and fair competition laws;
- Comply with all applicable confidentiality or non-disclosure agreements;
- Avoid any interaction with a Sanoma employee that may conflict with that employee's duty to act in the best interests of Sanoma;
- Accurately record and report all business information including employment data and comply with applicable laws regarding their completion, accuracy, retention and disposal;
- Comply with all applicable privacy, data protection and information security laws;

- Comply with all applicable export control laws and regulations, including but not limited to international trade sanctions issued by the UN, EU or US authorities. Ensure that neither Supplier, its beneficial owners, nor any director, officer or employee having a registered authority to sign documents with binding effect on an Affiliate of Supplier, is (i) a target of Sanctions (e.g. listed on a list regarding Sanctions or subject to country or territory wide Sanctions), or (ii) owned or controlled by, or acting (directly or indirectly) on behalf of, a person referred to in item (i) including, but not limited to their sub-contractors.



## Environment

### Suppliers are required to:

- Comply with all applicable environmental laws and regulations regarding material sourcing, manufacture, storage, disposal and release to the environment of any waste, hazardous materials, greenhouse gas emissions, or related material;
- Obtain and maintain all required environmental permits and registrations, and follow the operational and reporting requirements associated with such permits;
- Comply with material restrictions and product safety requirements set by applicable laws & regulations, and continuously maintain records of full raw material content data;
- Reduce or eliminate greenhouse gas emissions and waste of all types at source or by practices such as transitioning towards renewable energy formats, modifying production, maintenance and facility processes, efficient material use, recycling and re-using materials;
- Ensure paper and printing production does not contribute to deforestation or forest degradation;
- Minimise the use of plastics and especially virgin plastics;
- Monitor, control and appropriately treat water, wastewater and solid waste generated from operations;
- Identify and manage chemical and other materials posing a hazard if released to the environment in order to ensure their safe handling, movement, storage, recycling or reuse, and disposal;



## Labor

### Suppliers are required to:

- Commit to the Ten Principles and the ILO Declaration;
- Uphold the human rights of their workers according to the Ten principles of the UN Global Compact (principles 1 and 2), treat workers with dignity and respect, and ensure that they are able to work in a harassment-free environment. This means that Suppliers must not engage in or tolerate sexual harassment, sexual, physical or verbal abuse, physical punishment, mental or physical coercion or any threat of such treatment against workers;
- Respect the ILO standard for elimination of discrimination in respect of employment and occupation. Not engage in unlawful discrimination (whether on the basis of gender identity, sex, age, national extraction, race, ethnicity, color, physical and mental abilities or disabilities, religion, political opinions, sexual orientation, social origin and other attributes covered by the EU and national regulations) in the hiring, promotion, compensation, training or other treatment of their workers;

- Respect the ILO standard for effective abolition of child labor. Not use child labor (meaning the employment of any person under the age of 15 (or 14 in certain developing countries) or the minimum age according to national legislation, whichever is higher (in line with ILO Convention 138 on child labor). Workers under the age of 18 must not perform hazardous work;
- Respect the ILO standard for elimination of all forms of forced or compulsory labor, human trafficking or modern slavery. Not use forced, bonded or indentured labor. Workers must be free to leave upon reasonable notice. Workers must not be required to hand over government issued identification, passports or work permits to their employer as a condition of employment. Suppliers are also responsible for supervising any external agencies and subcontractors they use for recruitment or hiring to guarantee that job seekers are not subjected to forced labor, human trafficking, modern slavery, deception, intimidation, coercion, or punished for their political beliefs;
- Ensure secure employment, adequate wages, equal pay for equal value and that compensation paid to workers complies with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employers must pay wages that are at least equal to the minimum wage or the prevailing wage, whichever is higher; A prevailing wage is the hourly wage, usual benefits and overtime paid to the majority of workers within a specific area;
- Respect the ILO labor standard for working time and work-life balance. Ensure that the work week does not exceed the maximum number of hours set by local law, or annual average of 48 hours, whichever is less. Supplier's employees may voluntarily choose to work more hours, provided that they are not pressured to do so and that the Supplier remains in compliance with all applicable laws, regulations and standards related to working time;
- Respect the ILO freedom of association and the effective recognition of the right to collective bargaining. Respect the rights of workers to associate freely, join or not join labor unions, seek representation, or join workers' councils in accordance with local laws;
- Ensure that workers are able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment;
- Ensure workers are offered training and skills development opportunities, including, for example, regular performance and career development reviews;



## Health and Safety

### Suppliers are required to:

- Maintain a healthy and safe work environment for all employees, in compliance with all applicable health and safety laws and regulations;
- Identify, evaluate and control worker exposure to chemical, biological and physical agents and to other potential safety hazards (including electrical and other energy sources, fire, vehicles and fall hazards) through proper design, engineering, administrative controls, preventative maintenance and safe work procedures. Where hazards cannot be adequately controlled by these means, workers must be provided with appropriate personal protective equipment;
- Identify and assess emergency situations and events, and minimize their impact by implementing emergency plans and response procedures;

- Communicate and make available emergency guidelines to all employees and visitors to sites and periodically reinforce such guidelines by means of communication, awareness campaigns, or participation in planned exercises and drills;
- Provide workers with reasonable access to potable water and adequate sanitary facilities, lighting and ventilation, including at any housing provided for workers;
- Ensure that workers are not disciplined for raising safety concerns;



## Compliance with this Supplier Code of Conduct

### Suppliers are required to

- Implement a systematic process to monitor, apply and communicate to relevant employees, affiliates and Suppliers all applicable laws, regulations and contractual terms applicable;
- Implement a systematic process to identify, monitor and control the environmental, health and safety, labour and responsible business practice risks associated with Supplier's operations;
- offer employees mechanisms to raise complaints or concerns about human rights issues, monitor complaints and protect individuals from retaliation;
- engage with relevant stakeholders and implement remediation processes to address any adverse human rights impacts we cause or contribute to;
- Maintain on site all documentation that may be needed to demonstrate compliance with this Supplier Code of Conduct;
- Implement improvements to achieve compliance in the event of any infringement and submit to Sanoma a report specifying the actions taken and progress made in achieving compliance;
- Permit Sanoma (or a third party engaged by Sanoma and reasonably acceptable to the Supplier) to audit a Supplier's compliance with this Supplier Code of Conduct, including, by means of an inspection of the Supplier's facilities, the auditing of books and records relating to e.g. employment matters, and private interviews with employees. In case deficiencies are reported to Sanoma or identified during an audit, assessments or inspections, the Supplier is responsible for rectifying deficiencies without undue delay and report back to Sanoma on a regular basis on the actions taken, including, but not limited to the achieved results. In case the deficiencies are not rectified within a reasonable time period or the deficiencies are determined to be material or irreparable (at the sole discretion of Sanoma) the contract or an order can be terminated with immediate effect by Sanoma;
- Ensure that a grievance channel/mechanism is available for Supplier's workers to raise complaints/concerns and to convey the same expectation towards their own Suppliers. Optionally a Supplier is required to ensure that employees are informed about Sanoma's third-party hosted whistleblowing channel that allows anonymous reporting of concerns. This channel is available at <https://report.whistleb.com/en/Sanoma>;

## Reporting breaches and agreement termination

Violations or concerns against human rights and the Supplier Code of Conduct are advised to be reported to Sanoma through the grievance channels: [procurement@sanoma.com](mailto:procurement@sanoma.com) or a third-party hosted whistleblowing channel available at <https://report.whistleb.com/en/Sanoma>. The whistleblowing channel is available in all appropriate languages.

Suppliers are required to report to [procurement@sanoma.com](mailto:procurement@sanoma.com) any contractual infringement of this Supplier Code of Conduct (including infringements by actions of Supplier's employees, Affiliates and/or the Suppliers supply chain). Sanoma reserves the right to cancel orders, suspend orders and/or terminate its contract with a Supplier in the event of a material breach of this Supplier Code of Conduct and withhold payment for non-confirmatory products or services.

## Definitions

**"Affiliate"** means an entity, which is a subsidiary or a parent company of or under common control with the contracting party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty per cent (50 %) or more of the votes in such entity, or is either able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body.

**"Sanctions"** means all applicable export control laws and regulations, including but not limited to international trade sanctions issued by the UN, EU or US authorities. Examples of sanctions:

- United Nations sanctions imposed pursuant to any United Nations Security Council Resolution;
- EU restrictive measures implemented pursuant to any EU Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the EU's Common Foreign and Security Policy;
- U.S. sanctions or trade embargoes imposed, administered or enforced by the Office of Foreign Assets Control of the U.S Department of Treasury ('OFAC');
- UK sanctions implemented, administered or enforced by Her Majesty's Treasury ('HMT') or any other competent authority of the UK government;
- economic sanctions, embargoes or other restrictive measures administered, enacted or enforced by the Finnish Government; and
- any other economic sanctions or trade embargoes imposed, administered or enforced by any other relevant sanctions authority.