



HELLY HANSEN **CODE OF CONDUCT**





1. Introduction

Helly Hansen is a value-driven company committed to responsible and ethical business practices that respect people, society, and the environment. We actively engage in due diligence for the protection of human rights and responsible business conduct.

Our goal is to foster transparent, positive, and engaged relationships with our vendors and business partners, aiming to be the best associate possible, and we strive to ensure that our ethical standards and commitment are shared and upheld throughout our supply and value chain.

In addition to adhering to legal requirements on due diligence, such as the Norwegian Transparency Act, Helly Hansen is committed to its obligations under economic, social and governance legislations and is a member of the Ethical Trading Initiative in Norway, where we annually report on our progress and objectives concerning ethical trading.

This Code of Conduct outlines the conduct and behaviour that Helly Hansen expects and requires from all its vendors and business partners.

2. Scope and Application

This Code of Conduct ("**Code of Conduct**") applies to all Helly Hansen Group's ("**Helly Hansen**", "**We**", "**Our**") subsidiaries, associated companies worldwide, and all entities that provide products and/or services to Helly Hansen and all of Helly Hansen's other business partners (hereafter collectively referred to as ("**vendors**"). This encompasses vendors' employees at all levels, board members, hired personnel, consultants and any others acting on behalf of or representing the vendor.

Vendors are responsible for complying with the standards and expectations set out in the Code of Conduct, including with respect to the conduct of any sub-suppliers, subcontractors, and agents they use in providing products and/or services directly or indirectly to Helly Hansen.

It is essential that our vendors carefully review and agree to abide by the standards in the Code of Conduct as a condition of doing business with Helly Hansen.

In addition to adhering to this Code of Conduct, vendors are required to comply with all applicable local and international laws and regulations, as well as all contractual obligations to Helly Hansen. In instances where discrepancies exist between applicable laws, regulations, this Code of Conduct, or contractual obligations, vendors shall adhere to the strictest requirements.

3. Human Rights and Working Conditions

Vendors shall respect and promote fundamental human rights and decent working conditions within their business operations and supply and value chains as set forth in the UN Guiding Principles on Business and Human Rights (UNGP) and the OECD Guidelines for Multinational Enterprises. This includes not causing or contributing to violations of human or labour rights.

Human rights, as referenced here, include but are not limited to the rights enshrined in the UN Covenant on Civil and Political Rights, the UN Covenant on Economic, Social and Cultural Rights, and ILO's core conventions on fundamental principles and rights at work.

Consequently, vendors must inter alia adhere to the human and labour rights requirements outlined in sections 4 to 16 below.

4. Forced and Compulsory Labour

4.1 Vendors shall hire workers on a voluntary basis, and not engage in or tolerate any form of forced, bonded, prison, or involuntary labour.



4.2 Workers shall not be required to pay recruitment fees or lodge deposits, valuable possessions or identity papers, and shall be free to leave their employer after providing reasonable notice.

4.3 Vendors shall not detain workers or otherwise unlawfully restrict their freedom of movement. Forced overtime is prohibited.

5. Freedom of Association and the Right to Collective Bargaining

5.1 Workers, without any distinction, shall have the right to join or form trade unions of their own choosing and to engage in collective bargaining. Vendors shall not interfere with, obstruct, or prevent the formation of unions or collective bargaining.

5.2 Workers' representatives shall not be discriminated and shall have access to carry out their representative functions within the workplace.

5.3 In geographies or countries where the right to freedom of association and/or collective bargaining is legally restricted, vendors shall facilitate, and not obstruct, the development of alternative forms of independent and free worker representation and negotiation.

6. Child Labour

6.1 Vendors shall not in any circumstances engage in or tolerate any form of child labour, defined as any work performed by an individual younger than the age(s) specified below.

6.2 The minimum age for workers shall not be less than 15 years, the age of completion of compulsory education or any higher minimum age set out by local law (whichever is higher). Exceptions may be considered in accordance with ILO Convention No. 138.

6.3 Individuals who are under the age of 18 (but older than 15) shall not be employed (i) at nighttime; or (ii) to perform any hazardous work. Special labour protection measures shall be implemented for these young workers, and all relevant legal requirements concerning minor workers must be adhered to.

6.4 Vendor shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

7. Non-discrimination

7.1 Vendors shall provide equal opportunities to all workers and shall not engage in or tolerate discrimination in respect to inter alia hiring, compensation, access to training, promotion, disciplinary action, termination or retirement based on ethnic background, caste, religion, migrant status, age, disability, gender, marital status, sexual orientation, union membership, pregnancy, parenthood, health status, political affiliation, etc.

7.2 Vendors shall establish measures to protect workers from sexually intrusive, threatening, insulting, exploitative or discriminating behaviour.

8. Treatment, Disciplinary Practices and Personal Freedom

8.1 Vendors shall not engage in or tolerate any form of physical or corporal punishment or abuse, threats of physical abuse, sexual or other harassment, verbal abuse, or other forms of intimidation.

8.2 Vendors shall respect the personal dignity and freedom of their workers and others. This includes upholding the rights to private life, freedom of religion, freedom of speech, and freedom of movement.



9. Health and Safety

9.1 Working conditions shall, at a minimum, comply with national occupational health and safety regulations, or with international standards in cases where national regulation is insufficient or unspecified (whichever is the more stringent of the applicable standards).

9.2 Building safety shall, at minimum, comply with national regulations and cover aspects such as structural integrity, fire safety, hazardous materials, electrical and mechanical safety, access control and emergency preparedness.

9.3 The working environment shall be safe and hygienic, taking into account the prevailing knowledge of the industry and any specific hazards. Hazardous chemicals and other substances shall be carefully managed.

9.4 Adequate measures shall be taken to prevent accidents and injuries that may arise out of, are associated with, or occur during work, by inter alia minimizing, as far as reasonably practicable, the causes of hazards inherent in the working environment.

9.5 Vendors shall have and maintain a health and safety policy, demonstrating a commitment to a safe workplace and allow workers to report safety and labour related concerns. This will include a hazard and risk register along with relevant policies and procedures to control all hazards and risks in the workplace and lower the likelihood of an accident or incident.

9.6 Vendors shall provide appropriate safety equipment and systems for personnel and machinery (at no cost). Facilities and installations shall be safe, clean and comply with acceptable standards, according to their functions and usage. Adequate first aid and fire safety equipment and systems shall be readily available and functioning.

9.7 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

9.8 There shall be proper ventilation at work areas, and access to clean toilet facilities and to potable water, and, if relevant, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and adequately ventilated, and shall have access to clean toilet facilities and potable water.

10. Wages

10.1 Vendors shall compensate workers fairly and on time, providing at least a living wage that meets or exceeds the local minimum wage or industry standard (whichever is higher). Wages should always be sufficient to cover basic needs and provide some discretionary income.

10.2 All local wage regulation, including those pertaining to overtime compensation, shall be complied with.

10.3 Vendors shall confirm wage conditions and payment methods in writing with workers before the commencement of employment.

10.4 Vendors must not make deductions from workers' wages unless explicitly agreed upon in writing by the workers. Deductions from wages as a disciplinary measure are never permissible.

11. Working Hours

11.1 Vendors shall ensure that daily and weekly working hours comply with local laws and other relevant legal requirements. Weekly working hours, excluding overtime, should be defined by contract and in normal circumstances not exceed 48 hours per week (or any lower threshold set out by local law).



11.2 Workers shall be provided with at least one day off for every seven-day period under normal circumstances, along with adequate daily rest periods. All relevant legal requirements concerning holidays, vacation, and other leave entitlements shall be complied with.

11.3 Overtime shall be limited, voluntarily, and compensated at a rate that complies with relevant legal requirements. Recommended maximum overtime is 12 hours per week. Forced overtime is prohibited.

12.Regular Employment Conditions

12.1 Vendors shall provide their workers with a written description of terms and conditions of employment in a language that the worker understands.

12.2 Obligations to employees under applicable laws and regulations concerning regular employment shall not be avoided through short-term contracting, sub-contractors, or similar arrangements.

13.Migrant Workers

13.1 All workers are entitled to the rights and protections outlined in this Code of Conduct, and vendors must ensure that particular attention is given to uphold the rights of migrant workers. Migrant workers shall receive fair and equal treatment compared to other workers with respect to wages, working hours, employment conditions, health and safety standards, accommodation, etc.

13.2 Vendors shall ensure that any labour agencies engaged, especially those involved in the recruitment of migrant workers, adhere strictly to the standards set forth herein and comply with all applicable legal regulations. Vendors must strictly prohibit any practices related to recruitment fees, deposits, or similar exploitative practices related to migrant workers or others.

14.Local Communities

14.1 Vendors shall respect the rights of local communities and populations, including marginalized and indigenous peoples or minorities.

14.2 Vendors shall ensure that the production and extraction of raw materials do not adversely affect or contribute to the destruction of the natural resources, livelihoods, or cultural heritage of marginalized or indigenous populations.

15.Whistleblowing and Grievance Procedures

15.1 Vendors must establish and maintain adequate and accessible routines and channels for reporting illegal or unacceptable conduct and conditions related to their business operations, including but not limited to breaches of the standards in this Code of Conduct.

15.2 Vendors must implement systems to protect whistleblowers, including for protecting their confidentiality and protecting them from retaliation, and comply with all relevant legal requirements regarding whistleblowers.

15.3 Vendors must establish and maintain adequate and accessible procedures for all workers to submit a grievance without suffering any prejudice whatsoever as a result

16.Data Protection

16.1 Vendors shall ensure that all handling of personal data, such as collection, registration, comparison, storage, and deletion, is conducted in accordance with applicable laws and regulations, such as the EU General Data Protection Regulation (GDPR), or other local equivalent legislation.



17.Environment

17.1 Vendors shall ensure that their operations comply with all applicable environmental laws, regulations and permits that pertain to their activities and geographic locations of their operations.

17.2 Vendors shall strive to minimize adverse impacts on human health, nature and the environment resulting from their activities, supply chain, products, and services. This includes implementing measures to minimize pollution, promote efficient and sustainable use of resources such as energy and water, and reduce greenhouse gas emissions in production and transport. Helly Hansen may further specify environmental expectations and requirements in detailed environmental policies which vendor shall adhere to at all times.

18.Chemical Management and Restricted Substances

18.1 Vendors shall comply with all relevant legal requirements concerning banned or restricted substances, materials, and products.

18.2 Vendors shall ensure that all substances contained in products or materials manufactured or supplied comply with the regulations of the EU Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), Helly Hansen's Restricted Substance Lists (RSL) and the other relevant requirements and regulations, as outlined in Helly Hansen's Chemical Compliance Contract.

19.Animal Welfare

19.1 Vendors must respect animal welfare and comply with all applicable laws and regulations related to animal welfare. Efforts must be made to minimize any negative impact on the welfare of production and working animals. Helly Hansen will not purchase products or materials containing leather, skins or animal fibres from areas known for bad farming practices or for transporting animals under inhumane conditions.

19.2 Animal testing is strictly prohibited.

19.3 All down used in Helly Hansen products shall come from responsible sources. All down must be by-products of the food industry and collected only from dead geese or ducks, and certified by animal welfare standards, such as the Responsible Down Standard (RDS). Practices such as "live-plucking" or force-feeding are strictly prohibited.

19.4 Helly Hansen does not accept the practice of "mulesing", a procedure performed on Merino sheep to prevent fly strike, and we only source wool that is certified by animal welfare standards.

19.5 Helly Hansen strictly prohibits the use of real fur in any of its products to prevent harm to animals.

19.6 Leather material must be Leather Working Group certified and must only be sourced from utility animals such as pigs, sheep, and cows, which have been originally slaughtered for meat. Leather should be processed according to "Best-Available-Technology" for tanneries to minimize environmental impact.

20.Anti-Corruption and Financial Misconduct

20.1 Helly Hansen has a zero-tolerance policy towards all forms of corruption. Vendors shall actively refrain from and work against corruption, including any form of bribery, extortion, kickbacks, facilitation payments and improper private or professional benefits to customers, agents, contractors, vendors, or employees of any such parties, or government officials.

20.2 Vendors shall not offer or accept gifts, reimbursements, entertainment or similar that could violate applicable anti-corruption laws or that could be perceived as an improper attempt to influence business decisions or to gain an improper advantage.



20.3 Vendors shall not take part in any form of money laundering and shall ensure that their financial transactions do not serve as means for laundering money.

20.4 Vendors shall maintain accurate and transparent books and records relating to their business activities with Helly Hansen. All accounting information must be registered and recorded in accordance with applicable laws and regulations. Helly Hansen reserves the right to audit such information.

21.Sanctions and Trade Regulations

21.1 Vendors shall comply with all sanctions, export controls, and other international trade regulations that are relevant to the business activities conducted with Helly Hansen.

21.2 This compliance includes, but is not limited to, adhering to sanctions established by the EU, US or UK in relation to Russia, as well as import regulations from the US and other countries concerning importation or sourcing from certain areas in China.

22.Fair Business Conduct

22.1 Vendors shall not attempt or participate in, contribute to, or otherwise engage in any agreements, arrangements, or activities that would violate applicable competition laws and regulations. This includes that no vendor shall be part of any illegal price cooperation or market sharing.

22.2 Vendors must avoid any conflicts of interest while conducting business with Helly Hansen. A conflict of interest occurs when a vendor's representative seeks to advance personal interests, or those of friends or relatives, through their position.

22.3 Vendors are obligated to protect, keep confidential, and not misuse any confidential or proprietary information related to Helly Hansen and its business partners. This information should only be used for its intended purpose and must not be disclosed to any third party without prior written approval from Helly Hansen.

23.Implementation and Management Systems

23.1 Vendors must take measures to implement the requirements of this Code of Conduct. This includes establishing and having in place adequate policies, systems, and training to ensure compliance with the stipulated requirements, as well as procedures for assessing and managing risks of violations in their operations and supply chains.

23.2 Vendors shall ensure that their workers and all other relevant parts of their business operations are informed of the standards outlined in this Code of Conduct, by communicating the standards in a language or languages understood by them.

23.3 Vendors must designate a centrally placed employee responsible for implementing the standards of this Code of Conduct within the vendor's business operations and towards its supply chain.

23.4 Vendors shall communicate the standards of this Code of Conduct to own suppliers/vendors and exert their best efforts and influence towards ensuring that their own suppliers/vendors and supply chain comply with the standards herein, including by having in place policies and contractual obligations, as necessary. Helly Hansen may request at any time a signed copy of the Code of Conduct by any of the vendors own suppliers/vendors.

23.5 Vendors must obtain Helly Hansen's written approval prior to use of any sub-supplier/vendor, additional factories or outsourcing production or parts of production to a sub-supplier/vendor, unless this has been agreed in advance.



24. Monitoring and Documentation

24.1 Vendors shall provide all relevant information and documentation related to the compliance with the standards of this Code of Conduct upon Helly Hansen's request. This includes, but is not limited to, information about product substances, sub-suppliers/vendors, supply chain risks, and compliance measures undertaken.

24.2 Vendors must actively ensure that all links in their supply chain are traceable. Vendors are obligated to record, document and provide information about the origins of goods, materials and products upon Helly Hansen's request, including the names and contact information of any sub-suppliers/vendors, producers, or production locations.

24.3 Vendors shall maintain records to document their efforts, and adherence to the standards of this Code of Conduct, including in respect to all factories or sub-suppliers/vendors, involved in the production or deliveries of goods for Helly Hansen. Records of audits undertaken of the vendors' business operations or supply chain shall be available on request.

24.4 Helly Hansen reserves the right to conduct audits of vendors and sub-suppliers/vendors, including on-site inspections at the premises of vendors and sub-suppliers/vendors that are necessary to verify compliance with the Code of Conduct, and/or request documentation in form of self-assessment questionnaires, to further assess compliance.

25. Non-compliance, Reporting and Corrective Action

25.1 Vendors must immediately report any breach or suspected breach of the Code of Conduct of which the vendor is or becomes aware of, including breaches within the supply chain.

25.2 If vendors encounter dilemmas or have any doubts related to the Code of Conduct, the vendor is advised to contact Helly Hansen for guidance.

25.3 In cases of conflicts or breaches of the Code of Conduct, vendors shall take the necessary corrective actions promptly at no cost to Helly Hansen. These actions may include, but are not limited to, a requirement to change sub-supplier/vendor(s) that do not meet the requirements of the Code of Conduct, conducting necessary audits at their own or their sub-suppliers/vendors' premises, implementing a corrective action plan to address and rectify violations in relation to e.g. the rights of employees, or providing remediation when necessary.

25.4 Helly Hansen acknowledges that not all vendors may be able to fully meet our requirements immediately. However, we require that all vendors take action to meet the requirements. Helly Hansen is committed to supporting vendors that are dedicated to improvement but may need assistance in progressing.

25.5 A failure to comply with the Code of Conduct is considered a serious matter. Depending on factors such as the severity, scope, and the vendor's willingness to meet the mandated requirements, address and rectify risks or violations, non-compliance may result in the termination of agreement(s) without penalty, claims for appropriate compensation, disqualification as a vendor, or reporting to relevant authorities.

[Signature page to follow]



[Signature page – Helly Hansen Code of Conduct]

We, as a vendor or business partner of Helly Hansen, hereby confirm that we have received, read and commit to comply with the requirements set forth in Helly Hansen's Code of Conduct for the duration of our business relationship with Helly Hansen.

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|-------------------------------------|----------------|
| _____ | _____ |
| Company name | Address |
| _____ | _____ |
| Signature (of legal representative) | Date and place |
| _____ | _____ |
| Printed name | Job title |

Contact details for employee responsible for implementing the Code of Conduct (refer to Section 23.3)

Name: _____

Job title: _____

E-mail: _____