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# Supplier Code of Conduct

## April 2025

# Supplier Code of Conduct

## Introduction

emagine Consulting A/S, Reg-no. 26 24 96 27, and its subsidiaries and associated companies (collectively the "Group") have formulated this Supplier Code of Conduct (the "SCOC") which Suppliers are required to comply with.

## Applicability

This Supplier Code of Conduct applies to any organization/person that (i) contracts with emagine to supply goods or services to emagine, (ii) contracts with emagine for the purposes of serving emagine clients, or (iii) has entered into a business relationship with emagine, including alliance relationships and reselling relationships ("Supplier").

## Principles

emagine requires that all Suppliers support emagine's commitment to doing, not only what is good for business, but also what is good for emagine employees, and the communities in which they live and work.

This Supplier Code of Conduct ("Supplier Code") outlines our requirements to Suppliers. A Supplier's contract with emagine may contain provisions addressing some of these same issues. Nothing in this Supplier Code is meant to supersede more stringent provisions in any particular contract.

Suppliers are required to be aware of, understand and build processes to comply with Applicable Laws<sup>1</sup> in jurisdictions where they operate or conducts business. Where the provisions of law and this Supplier Code address the same subject, to the extent legally permitted, Supplier should apply the provision which furthers the intent of this Supplier Code to the greater degree.

Every Supplier is required to meet these standards in connection with the operations of its business. Suppliers should establish and enforce policies which comply and align with the requirements of this Supplier Code. Suppliers are also required to apply comparable standards downstream in their own supply chains.

Violations of this Supplier Code are taken seriously and should be reported upon discovery by the Supplier. Any violation of this Supplier Code may result in any of the following, or other, similar actions: requesting the Supplier to audit its own organization or its supply chain and to report on its findings; recommending or requiring corrective-action plans; or designating the Supplier as

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<sup>1</sup> **"Applicable Laws"** refers to all laws, regulations, administrative rulings, judgments, orders, directives, policies, or treaties applicable to the Services provided and/or to the data processed under the Agreement, including but not limited to:

**Human Rights laws**, including but not limited to the European Convention on Human Rights (ECHR), the UK Human Rights Act 1998, the Charter of Fundamental Rights of the European Union, and any applicable national human rights legislation;

**Environmental laws**, including but not limited to the European Green Deal, the UK Environment Act 2021, the EU Waste Framework Directive (2008/98/EC), the EU Corporate Sustainability Due Diligence Directive, and any applicable national environmental regulations;

**Labor laws**, including but not limited to the International Labour Organization (ILO) conventions ratified by the EU and UK, the UK Modern Slavery Act 2015, the EU Working Time Directive (2003/88/EC), and any national labour laws ensuring fair wages, workplace safety, and employment rights;

**Business Ethics laws**, including but not limited to the UK Bribery Act 2010, the EU Whistleblower Protection Directive (Directive (EU) 2019/1937), the OECD Guidelines for Multinational Enterprises, and any national anti-corruption, anti-bribery, or corporate governance regulations;

**The General Data Protection Regulation (EU) No. 2016/679 (GDPR)** and/or any implementing or equivalent national laws;

**E-privacy laws** relating to the respect for private life and protection of personal data in electronic communications and any anti-spam laws, including Directive No. 2002/58/EC, and/or any implementing or equivalent national laws;

**Any law or industry standard applicable to AI;** and **Any other applicable data protection** and/or cybersecurity law or regulations.

nonpreferred supplier. Failure to comply with this Supplier Code of Conduct can result in immediate termination of the relationship between the Supplier and emagine.

## **Human Rights**

### **Humane treatment**

Supplier shall treat workers with dignity and respect and not subject them to demeaning conditions. Supplier shall foster a culture and a workplace that does not tolerate harassment, including sexual harassment, threats of harassment, or retaliation for reporting harassment.

### **Adverse Impacts**

Supplier shall not cause or contribute to adverse human rights impacts through their own activities and address such impacts when they occur and seek ways to honour the principles of internationally recognized human rights, even when faced with conflicting requirements.

### **Access to remedy**

Supplier shall take action to remedy adverse human rights impacts and to minimize the risk that they are complicit in human rights abuses.

## **Labour**

### **Forced Labor**

Supplier shall not use forced or involuntary labour nor demand work/service from an individual under threat or coercion. Work must be conducted based on freely agreed terms. Supplier shall not withhold or destroy, conceal, confiscate or deny access by workers to workers' identity or immigration documents. Supplier shall not require nonprofessional migrant workers to bear any costs or fees associated with their recruitment, travel or migration processing.

### **Child Labor**

Supplier shall not exploit child labour and shall not employ any workers under the age of 15 or the minimum legal working age, whichever is greater. Employment of workers under the age of 18 should not interfere with their compulsory education and should not, by the nature of the work or the circumstances in which it is carried out, be likely to harm their health, safety, or morals.

### **Discrimination**

Supplier shall foster a culture that seeks to promote equal opportunities for all. Supplier shall not tolerate discrimination on the basis of gender, race, religion, age, disability, gender identity, sexual orientation, or those categories protected by local law. Job candidates and employees are expected to be evaluated based on their ability to perform the job.

### **Wages, working hours, and other conditions**

Supplier shall meet applicable standards regarding working conditions across its entire workforce, including, without limitation, laws, regulations, and standards relating to the payment of the minimum legal wage or a wage that meets local industry standards, whichever is greater; the observation of legally mandated break and rest periods; and the health and safety of the workers in the workplace. Supplier must ensure that employees have employment terms/contracts in a language they understand specifying their terms of employment and termination.

### **Freedom of association and nonretaliation**

Supplier should nurture an environment where business standards are clearly understood and there are clear channels for individuals to communicate openly with management without threat of retaliation, intimidation, or harassment. Additionally, Supplier should respect the legal rights of

workers to freedom of association and not hinder the rights of workers to legally organize and join associations.

### **Health and safety**

In addition to meeting minimum legal requirements for working conditions, Supplier is expected to provide a safe, healthy work environment (e.g., clean facilities, properly maintained equipment, sufficiently lit and ventilated facilities) and take necessary precautions to prevent accidents and injury.

Suppliers' employees are under no circumstances subject to corporal punishment, unlawful detentions, violence, threats, coercion, verbal or sexual harassment. When a Supplier work with public and/or private security entities to protect their facilities and their employees, Supplier will do so in a manner that supports and reinforces respect for human rights.

### **Environment**

#### **Resource efficiency and waste minimization**

Supplier must adhere to all applicable laws, regulations and any additional environmental requirements agreed upon with emagine.

Supplier shall seek to improve resource efficiency and reduce resource consumption including that of raw materials, energy, water, and fuel. Supplier is expected to make reasonable efforts to eliminate or reduce levels of waste (both solid and wastewater) generated and to increase landfill diversion, reuse, and recycling. Supplier is encouraged to develop and use environmentally friendly innovations and practices that reduce negative environmental impacts (including biodiversity and ecosystem).

#### **Pollution and emissions reduction**

Supplier shall take reasonable steps to minimize emissions of greenhouse gases and toxic and hazardous pollutants. Supplier is encouraged to track greenhouse gas emissions and to set science-based (in line with the Paris Agreement) greenhouse gas reduction goals.

Supplier should respect the rights to water and sanitation and must seek to avoid any impacts to land, forest or water in areas where they operate and, if not feasible, must adopt mitigation measures that remedy the impact.

### **Business Ethics**

#### **Business integrity**

Supplier must have zero tolerance towards corruption, including, but not limited to bribery, extortion and fraud including improper offers for payments to or from employees, or organizations. And shall not engage in any illegal or unethical behaviour. Supplier is expected to uphold standards of fair business practices. Supplier shall endeavour to maintain its own confidential process to enable employees and contractors to report incidents of unethical behaviour.

#### **Corruption / bribery / financial crimes**

Supplier shall neither make bribes nor accept them, nor induce or permit any other party to make or receive bribes on its behalf nor cause other parties, including emagine, to violate any applicable anti-corruption or antibribery laws when working on behalf of or with the other parties including emagine. Supplier shall use reasonable practices to prevent bribery in all forms and shall support efforts to fight corruption. Supplier shall not engage in or assist any third party with any money laundering, terrorist financing or other financial crime activities.

**Gifts, Entertainment, and Hospitality**

Supplier shall not offer, accept or solicit any gifts, entertainment, or hospitality whereby there is reason to believe, or a reasonable and informed third party would likely conclude, that there may be intent to improperly influence decisions or impair objectivity related to its business dealings. Supplier must exercise increased caution and restraint when business courtesies involve public officials.

**Intellectual Property and Counterfeit Parts**

Supplier must always respect intellectual property rights. Any transfer of technology and knowledge must be carried out in a manner that protects intellectual property rights.

Supplier will only use information technology and software that has been legitimately acquired and licensed. Supplier will only use lawful methods of gathering competitive intelligence about products that compete with emagine's technologies. Supplier shall prevent counterfeit parts from being used in the supply chain, and use all appropriate ways to reduce the risk of counterfeit parts being delivered to emagine.

**Confidentiality / privacy**

Supplier shall abide by its obligations relating to protection, collection, and proper handling of confidential and personal information. Supplier will comply with privacy and information security laws and regulatory requirements, where applicable, when processing, collecting, storing, transmitting, or sharing personal data related to customers, suppliers, consumers, and employees.

If the Supplier gets access to emagine confidential information and/or personal data that belongs to emagine employees, customers, consumers, developers, and others, the supplier must recognize such information and take appropriate actions to protect it from misuse and unauthorized disclosure.

**Conflict of interest**

Supplier shall not allow bias, conflict of interest, or inappropriate influence of others to override its professional judgments and responsibilities. Supplier shall voluntarily declare any such conflicts involving emagine personnel.

Supplier must maintain, where applicable, robust compliance programs and policies to manage technologies, products, and technical data that is controlled or restricted by law.

**Use of AI****Use of AI as part of the Services**

Supplier warrants that he/she will not use AI<sup>2</sup> in connection with delivery of the Services, except with emagine's or end client's prior written approval. Such approval shall be required on a case-by-case basis for each intended use (i.e., no general approval). In such cases. Supplier warrants that he/she will comply with Applicable Laws<sup>3</sup> when using such AI.

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<sup>2</sup>"AI" means any system, program or model that incorporates artificial intelligence including: (i) any system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments; and (ii) any machine learning processes and algorithmic/predicative modelling (including general purpose models);

emagine's and end client's data shall be used for the exclusive needs of providing the Services under the Agreement. Supplier shall not use emagine's or end client's data to train AI or otherwise improve its own services except as expressly authorized in writing by emagine or end client.

### **Development of AI as part of the Services**

If the Services include the development of AI by the Supplier, Supplier warrants that he/she will comply with Applicable Laws when developing and deploying such AI and that the AI itself will meet the requirements set forth in the Applicable Laws. In this respect, Supplier notably warrants that the AI:

- a) allows effective control and supervision by natural persons including with appropriate human-machine interface tools;
- b) has been designed and developed in such a way that it achieves an appropriate level of accuracy, robustness and cybersecurity in accordance with Good Industry Practice;
- c) allows appropriate traceability and explainability, making users aware, in a clear and distinguishable manner, that they communicate and interact with an AI;
- d) does not and cannot: (i) deploy subliminal, manipulative or deceptive techniques, (ii) exploit vulnerabilities of persons, (iii) carry out social scoring, evaluation or classification of individuals based on their behaviour or characteristics, (iv) make risk assessment of individuals in relation to crimes or offences, (v) process biometric or facial recognition related data, (vi) infer emotions of individuals, (vii) generate or manipulate image, audio or video content that appreciably resembles existing persons, objects, places or other entities or events and would falsely appear to a person to be authentic or truthful ('deep fake') or (viii) any other practice which would infringe Applicable Laws;
- e) has been tested and audited to ensure that it performs in a manner consistent with its intended purposes and in compliance with the Agreement and Applicable Laws, such audit reports to be provided to emagine and/or end client upon request;
- f) does not infringe any third party's rights; and
- g) has been trained to include diverse actors and to promote equal access, gender equality and cultural diversity, while avoiding discriminatory impacts and unfair biases or biases that are prohibited by Applicable Laws.

The above requirements are applicable only to the extent technically feasible, within the scope of the project, and reasonable limits and timelines.

### **Supplier shall:**

- a) implement all measures necessary to ensure that the AI is exempt of bias, including with respect to the data collection process, design choices, data curation and labelling;
- b) have a sufficient level of literacy related to the AI, taking into account technical knowledge; experience, education and training,
- c) implement, document, and maintain a risk management process in relation to the AI;
- d) ensure outputs can be supervised and reviewed by individuals capable of challenging such outputs;

- e) provide, upon request, in a clear, transparent and understandable way any relevant information and documentation about the AI, including in particular regarding: (i) the origin of the data used to train the AI (traceability); (ii) the logic behind the AI (explainability of its decision, result, outcome or output); (iii) the name and version of the AI (iv) the energy consumption and environmental impact of the AI; and (v) the scope and purpose of its intended use in connection with the Services,
- f) provide user-friendly and easily accessible instructions for use of the AI, enabling users to use the AI in compliance with Applicable Laws, and detailing in particular relevant characteristics, capabilities and limitations of the AI (including its intended purpose, the levels of accuracy, robustness and cybersecurity, the risks to fundamental rights, the description of the expected output, and the human oversight measures),
- g) assist emagine or end client with any: (i) AI impact assessment required under Applicable Laws; and (ii) any request regarding the AI originating from individuals and/or a supervisory authority,
- h) immediately investigate any breach with the obligations in relation to the AI and take the necessary corrective actions at Supplier's cost to bring the AI into compliance - to the extent that such non-conformity resulted from the Supplier's actions or omissions,
- i) inform emagine and/or end client of any incident in relation to the AI, including any malfunctioning or breach of the above obligations.

Supplier shall defend at its own expense, indemnify and hold harmless emagine in respect of all losses, damages, fines, penalties, costs (including reasonable legal fees and court costs) and liabilities of any kind arising out of or in connection with any breach of this section.

Supplier shall through regular audits ensure the above obligations are complied with and provide audit reports to emagine and/or end client upon request.

## **Reporting of violations and incidents**

### **Reporting of suspected violations in regard to the following: Human Rights, Labor, Environment and Business ethics.**

If the Supplier are to report questionable behaviour or a possible violation of the sections in regard to Human Rights, Labor, Environment, and/or Business Ethics as described in this Supplier Code, the Supplier are firstly encouraged to work with their primary emagine contact in resolving the concern. However, if that is not possible or appropriate, you can report the issue to emagine by submitting a report through emagine's Whistleblower system available at <https://www.emagine.org/about/our-responsibility/>

### **Reporting of Security incidents**

In the event of any information security incidents that may impact emagine's or the end clients compliance, Supplier shall inform emagine and the end client without undue delay, and no later than 12 hours after becoming aware of such an incident. The supplier shall provide all relevant details, including the nature, scope, and potential impact of the incident. Additionally, Supplier must be informed of the end clients procedures to ensure that the end client is also notified within their specified standards if necessary.

emagine must be informed via email on: [incident@emagine.org](mailto:incident@emagine.org)

Supplier shall cooperate fully with emagine and the end client during any investigation or remediation efforts related to an incident, including providing access to relevant records and systems as may be reasonably required.

**Sub-contractors**

The Supplier shall ensure that any sub-contractor engaged in connection with any service provided to emagine or emagine's Clients is bound by terms that are no less strict than the obligations and requirements imposed on the Supplier under this Code of Conduct. emagine may request that the Supplier provide evidence that such terms have been agreed with sub-contractors and the Supplier shall provide it without undue delay.

**Audit**

The Supplier agrees that emagine, or its authorized representatives, shall have the right, upon providing at least 30 days written notice, to audit and inspect the Supplier's facilities, documentation, processes, and any other relevant documentation to verify compliance with this

**Supplier Code of Conduct**

The Supplier shall provide reasonable assistance and access necessary for the audit. If any non-compliance is identified during the audit, the Supplier shall promptly take corrective actions to address the issues and provide documentation for such remedies.

**Annexes**

- Annex 1: Document Specification

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### Supplier Code of Conduct

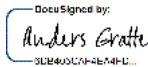
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#### REVISION HISTORY

This Supplier Code of Conduct is reviewed to ensure its continuing relevance to the systems and processes that it describes. A record of contextual additions or omissions is given below:

| Version | Summary of Changes                                                                                          | Revision Author | Date    |
|---------|-------------------------------------------------------------------------------------------------------------|-----------------|---------|
| 1.0     | Document Creation                                                                                           | Kenneth Wegner  | 11.2023 |
| 1.1     | Review and update                                                                                           | Jesper Diget    | 12.2023 |
| 1.2     | Policy review, classification changed to public                                                             | Kenneth Wegner  | 02.2024 |
| 2.0     | Review and update - format, purpose, goal, removed policy review, miscellaneous, policy objective paragraph | Kenneth Wegner  | 11.2024 |
| 2.1     | Policy review and integration of AI requirements                                                            | Sofie Ulendorf  | 04.2025 |

#### APPROVAL

| Name          | Position | Signature                                                                            | Date       |
|---------------|----------|--------------------------------------------------------------------------------------|------------|
| Anders Gratte | CEO      |  | 25-04-2025 |