



THE PFA GROUP'S CODE OF CONDUCT

1. Introduction

PFA is entrusted with the pension and insurance plans of many people in Denmark. PFA wants to ensure a responsible value creation for both customers and the society that PFA is a part of. PFA is committed to comply with international principles for social responsibility, including the UN Global Compact's ten principles and the UN's Guiding Principles on Business and Human Rights.

2. Purpose

As Denmark's largest commercial pension company, PFA is aware of its responsibility towards its customers, employees and society. PFA has embedded its social responsibility policy into the everyday procedures in the company, and thereby integrates international UN principles and conventions. PFA's suppliers are an important part of PFA's daily activities, which is why it is important that the suppliers also act responsibly.

This Code of Conduct (hereinafter CoC) describes PFA's expectations to its suppliers. Along with the self-evaluation, PFA wants its suppliers to be able to describe their processes and activities in order to ensure that they comply with the respect for international human rights and the environment.

3. Dialogue as an important part of the process

The starting point is a dialogue about the individual supplier's actions. In the dialogue, focus is on creating a sustainable cooperation for the benefit of both parties. To PFA, it is important to know that its suppliers also

consider responsible corporate behavior as a key part of the company.

4. General demands to suppliers

The CoC applies to the supplier and its companies (hereinafter referred to as the Supplier). This means that the Supplier, to the extent deemed necessary, is liable to inform other companies with its Group of their obligations in accordance with the CoC.

The Supplier is responsible for performing all relevant and necessary measures to ensure that this CoC is being complied with. Expenses for this purpose are paid by the Supplier.

4.1 Non-compliance with PFA's Code of Conduct

In cases where PFA discovers that the CoC is not being complied with, and that the Supplier is aware thereof, PFA expects the Supplier to examine and rectify such non-compliances within a reasonable period of time. This must be arranged with PFA.

In cases where the Supplier shows no willingness to rectify the problems in question, it is considered a material breach of the contract, and PFA may end the business cooperation. Such a cancellation of the cooperation between PFA and the Supplier is considered a material breach and does not entitle the Supplier to any kind of compensation.

If the Supplier uses sub-suppliers for its supplies to PFA, the Supplier must ensure that the sub-supplier acts responsibly and in accordance with the CoC.

4.2 Control at the site

PFA is entitled to make announced visits of inspection at the Supplier's workplaces to confirm that the CoC is being complied with. The inspection visits can be made by either PFA or a third party selected by PFA.

In connection with inspection visits, the Supplier must give PFA or third party access to all relevant information and documentation that may help confirm whether or not the CoC is being complied with. All inspectors are under the duty of confidentiality, and PFA will only use the information internally.

5. The Supplier's obligations

That the Supplier is able to describe its work to ensure respect for human rights and the environment, or the considerations that the Supplier has made to ensure that it does not risk having a negative effect on human rights and the environment. This includes the management systems that the supplier has applied.

The rights that must be complied with are:

5.1. Child labour

PFA respects children's rights to development and education. Therefore, PFA does not accept child labour. This means that PFA does not accept that children below the age of 15 or below the legal minimum age or below the local legal school age are part of the Supplier's full-time workforce.

Young people (children between the age of 15 and 18) may only be employed with the Supplier if the work complies with local legislation and the ILO conventions.

5.2. Discrimination

PFA respects cultural differences and does not want to do business with a Supplier if the Supplier practices discrimination at the workplace based on gender, race, skin colour, religion, faith, political stances, sexual orientation, age, disabilities or national, social or ethnic origin. The Supplier's employees must not be exposed to any kind of physical punish-

ment, threats of violence or physical, sexual, mental or verbal harassment or mistreatment at the workplace or in work-related situations.

5.3 Forced labour

PFA does not tolerate forced labour or involuntary labour with the Supplier. This includes forced prison work, labour under forced contract, slavery and other kinds of labour being performed against a person's will or wish.

5.4. Occupational health and safety

PFA supports the fundamental human right to good working conditions. The Supplier must ensure good working conditions that comply with all applicable rules and legislations.

5.5 Working hours and salary

PFA acknowledges the need for a reasonable balance between working hours and leisure time for everyone. Unless otherwise stated in national legislation, the maximum working hours at the Supplier's workplaces amount to 48 hours per week including overtime work, which must not exceed more than 10 hours. Unless otherwise stated in national legislation, all employees are entitled to at least one day off during a period of seven days.

Everyone is entitled to a minimum salary. Salary and overtime pay must be calculated and paid out in accordance with applicable national legislation.

5.6. The right to organise and to common negotiations

PFA respects the employees' right to organise and to common negotiations. This means that the Supplier must acknowledge its employees' right to choose to be a member of or establish a union including trade unions.

5.7. The right to privacy

The Supplier must respect the employees' right to privacy when the company obtains and keeps private information or introduces employee surveillance.

5.8. Environment and climate

Considerations for the environment and the

climate are an integral part of PFA's social responsibility. The Supplier is obligated to work for reducing the climate and environmental impacts of its manufacturing process, and, where possible, to make the use of resources more effective through, for instance, choosing more environmentally friendly products or optimising waste management.

5.9. Corruption

Corruption and bribery are barriers to sustainable development and free trade. PFA does not accept these methods, and do not offer nor receive any kind of unlawful payment in its business transactions. PFA expects the Supplier to act in the same way.

6. Contact

In case of doubt about the contents and the general obligations, the Supplier may contact the Supplier's contact person with PFA.

7. Signature

By signing below, the Supplier declares that the CoC has been read and understood, and that the Supplier is willing to comply with it to the fullest.

Name of the Supplier: _____

Contact person: _____

Address: _____

Signature: _____