

Version 3.0

BRAND SUPPLIER CODE OF CONDUCT

To our valued business partners concerning commercial goods

Frilufts Retail Europe AB is a leading group of distributive retailers and part of Fenix Outdoor International AG. Frilufts Retail buys and sells products from the world's leading brands and suppliers within the outdoor industry.

We have a distinct vision of what it means to be a leading and responsible company and how to adhere to the high level of corporate responsibility. We are convinced that through cooperation we can contribute to positive changes in all areas of the value chain e.g. in the production processes of brand suppliers. Positive impact can happen e.g. through the sharing of information, training, monitoring, the implementation of a decent supply chain management system, and by conducting dialogues regarding a more environmentally-friendly and responsible range of products. We are in dialogue with our business partners about current legal requirements regarding topics related to work environments, animal protection, environmental issues, chemical management and all other issues of compliance and ethical character. This work is a continuously ongoing process.

We embedded compliance and ethics in our constitution and mission statement, the so called "Fenix Way". We take particular interest in and responsibility for the respect for and protection of nature, the societies in which we operate, the human wellbeing of our employees, customers and stakeholders as well as the economic development, of our company as well as the societies we are operating.

Both Frilufts Retail and its business partners carry a high degree of responsibility for nature and our environment, and therefore have to ensure that all people and animals that are a part of the common value chain are treated lawfully and in a morally and ethically correct manner. Consequently, Compliance with legal requirements and standards is indispensable and an integral part of any business relationship and for all products we buy and sell. For this reason we have developed an internal Code of Conduct for all of our employees and an external Brand Supplier Code of Conduct for all of our business partners.

The Brand Supplier Code of Conduct includes statutory requirements and our own ethical standards. It is based on current international conventions and standards, including:

- The United Nations Global Compact
- The United Nations Universal Declaration of Human Rights
- The International Labour Organisation's Declaration on Fundamental Principles and Rights to Work
- The Rio Declaration on Environment and Development
- The United Nations Convention against Corruption
- The United Nations Convention on the Rights of the Child

For us, a commitment to the fundamental principles and values set forth in this Brand

Supplier Code of Conduct is essential for doing responsible business and we expect all business partners to undertake all necessary steps to comply with the provisions of this Code. This includes the requirement to ensure that their supply chain is also adhering to this Code and that all rules are followed, so no product sold in our channels is subject to systematic violations of this Code.

The Brand Supplier Code of Conduct applies to all national and international business relations related to commercial goods of Frilufts Retail. Frilufts Retail that is Friluftsland, Globetrotter Ausrüstung GmbH, Naturkompaniet and Partioaitta and all potential new entities under the roof of Frilufts Retail Europe AB. Commercial goods means all products bought and/or sold through a sales channel of Frilufts Retail.

Compliance with this CoC is mandatory. However, only those requirements are compulsory which apply to the products delivered to Frilufts Retail.

We have high aspirations, so we do not only expect compliance with this Code but to even go beyond the provisions of this document. We hope that we will therefore inspire others to join us in our common quest.

So grab your backpacks and make sure to join us on our sustainability journey!

1. Compliance with laws and this Code of Conduct

Our business partners follow all applicable laws and regulations in the country where they operate. They shall safeguard that the production methods and products comply with this code and all relevant laws, regulations, standards, requirements, directives, instructions and other rules issued by relevant authorities, supervisory bodies and organizations. To ensure this, controls need to be conducted continuously during production of a product and prior to any delivery.

Should any of our requirements be in violation of the national law in any country or territory, the law in that country takes precedence over the Code. If a business partner has its own code of conduct, the business partner may instead follow such a code of conduct, however always provided that the business partner ensures that it complies with the minimum requirements and guidelines of the *Brand Supplier Code of Conduct*.

2. No Bribery and Corruption

Business partners act towards us and towards other parties e.g. subcontractors or governmental agencies in a straightforward and truthful manner and in accordance with international anti-bribery standards, the United Nations Global Compact, and local anticorruption and bribery laws. This includes any transaction that might appear to be arranged for granting concessions or benefits. We demand that our business partners refuse all acceptance or participation in any form of bribery or corruption, including making payments or providing other forms of benefits to governmental agency employees or other governmental employees with the aim of influencing decisions that violate the law.

3. Adherence to antitrust laws and trading regulations

Frilufts Retail is committed to fair dealing and open competition with our customers, business partners, competitors and employees. We expect compliance with all applicable national and international antitrust laws and trading regulations. Unfair advantage may not be taken through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practices.

4. Export control

Frilufts Retail' business partners make sure that they comply with all applicable legal provisions for importing and exporting goods.

5. Truthful marketing

Advertising and marketing practices should be designed to convey honest, substantiated information; marketing or sales practices that are illicit or dishonest must be excluded.

6. Gifts, Hospitality and Entertainment

The Frilufts Retail Code of Conduct for Employees restricts Frilufts Retail' employees from accepting gifts or favors from business partners and from using their status with Frilufts Retail in order to obtain personal gain from those wishing to do business with Frilufts Retail. There are limited exceptions to these restrictions for non-monetary gifts of nominal value. We ask that our business partners do not place our employees in the difficult position of having to refuse gifts or favors that would conflict with the Frilufts Retail Code of Conduct, or the business partners' own Code. Also, business partners must not offer or provide entertainment, hospitality or favors to Frilufts Retail' employees to unduly influence them.

However, hospitality may be offered or provided which is moderate, infrequent and is customary and proper in the circumstances, provided that no obligation could be, or be perceived to be, expected in connection with the hospitality.

7. Avoiding conflicts of interest

Friluft's Retail' business partners take decisions based solely on objective criteria and do not allow themselves to be guided by personal interests or relationships.

8. Environment

Nature conservation and environmental protection are of the highest importance for us. Our primary contribution to the environment is that we buy and sell products of high quality that have a long life span. We do not believe in the kind of consumption where products of limited life length need to be constantly replaced. We do not tolerate any form of animal mistreatment, and we support animal welfare and that all animals are treated with respect and have the right to a life in dignity. National and international environmental standards shall be the guiding principles. In particular we expect that all products offered to us comply with the most recent REACH regulations and that all suppliers have a Restricted Substances List (RSL) describing the most recent scientific test method for individual chemicals that may or may not pose a threat to human health or the environment. We also expect our business partners to make every effort to protect the environment and to keep the impact of their direct or indirect activities as low as possible.

9. Animal Welfare

The requirements below are based on the Animal Welfare Policy, drafted by Svensk Handel and will be updated as required.

Animal Hair & Wool

Only hair from living and domesticated animals is allowed, including but not limited to sheep, goat, alpaca, lama, camel, cow, buffalo, yak, horse and pig.

Hair and wool must not originate from animals that have been handled, harvested or sheared in a way that harmed the animals.

Wool must not originate from sheep that have been subject to mulesing or from farms which practice mulesing.

Down and feathers

Down and feathers must originate from slaughtered birds bred for meat production. Down and feathers must not originate from farms practicing live plucking or force feeding.

Leather/skin

Leather and skin must originate from animals bred for meat production. Leather or skin must not originate from aborted animals, including but not limited to astrakhan, broadtail, krimmer, karakul, Persian lamb, slink or swakara.

Cage breeding

Animal hair or fur must not originate from animals reared in cages for their hair, skin, leather or fur, including but not limited to rabbit, mink, raccoon, marten, fox, squirrel, sable, chinchilla or ferret.

Fur

We require that our suppliers make it known to us if any product contains any type of real animal fur. We have a general policy that we do not accept the use of fur from animals that are bred, kept or killed for the purpose of fur production.

Wild-caught animals

Materials (for example skin, hair or bone) must not originate from wild animals that have been trapped using primitive trapping methods or devices. This extends (but is not limited) to materials from alligator, beaver, bears, chinchilla, crocodile, fox, lizard, marten, mink, otter, racoon, sable, snake, primates, sharks and squirrel.

Rabbit hair/Angora

Rabbit hair (Angora) is not allowed.

Reptiles

Materials (for example skin, bone, teeth or claws) must not originate from reptiles

Fish

Materials from sharks are not allowed.

Indian leather

Leather must not originate from Indian cow, calf or ox.

Endangered Species

Materials must not originate from vulnerable or endangered species.

Animal Testing

Cosmetic and hygiene products must not be tested on animals, either during production or as finished products. Other materials or ingredients that have been tested after 2012 on animals are not allowed, such as glue and self-adhesives or any non-medical product.

10. Cotton from Uzbekistan

No cotton from Uzbekistan is to be used in any product delivered to Frilufts Retail.

11. Materials and products from Xinjiang China

Cotton and any other material harvested, produced or processed and other products and services from this region shall not be used for Frilufts Retail.

12. Transparency and provision of non financial data

12.1 A Greener Choice – product evaluation

A Greener Choice – product evaluation is our tool to assess the sustainability performance of the products we buy and sell. This is done on the basis of the most relevant sustainability criteria for outdoor products. Products with outstanding sustainability performance are labeled *A Greener Choice* and marketed as such in our magazines, POS and online. With A

Greener Choice we guide our customers to integrate sustainability in their purchasing decision.

Standard operational procedure: Upon request we provide an introduction and trainings on our standard A Greener Choice – product evaluation. We ask our business partner and/or a responsible brand representative to pre-evaluate their products according to our standard. In case clarification is needed, we will get back to the responsible data provider.

The responsibility of the designated person is to provide us with information, which is honest and true and which gives a complete picture of the products sustainability performance.

The pre-evaluation for all products of a season shall be handed in no later than 2 months after the request. All subsequent communication shall be treated in a timely manner. Changes in a product's value chain or a change of materials used after a product is evaluated require a new assessment. It is responsibility of the partner to inform Friluft's Retail and/or the respective Friluft's Retail entity within a reasonable time frame.

As retailer we are the face towards the end-customers representing a variety of outdoor brands in our assortment. We are in a unique position. We therefore expect our brand partners to follow our sustainability goals and recommendations. Only together we can embark on the path towards more sustainability.

12.2 Provision of Company/Brand's Sustainability

We constantly gather information on the sustainability practices and capabilities of the brands within our assortment. We want to know to which extent sustainability is strategically integrated into standard governance, management and business procedures and processes. Integration into core business is a prerequisite for A Greener Choice product labeling.

The assessment allows us to better understand where we are today with our assortment and industry, integrate brands' sustainability performance in the brand supplier evaluation and strategic planning, track developments over time, detect areas of improvement to make a positive impact and to communicate about our progress to Friluft's Retail stakeholders.

We recommend to all brands to use the Higg Brand & Retail Module or an equivalent tool and to make the results (this includes the overall scoring as well as the more detailed scorecard) available to us. Should this not be done, we request that the respective brand supplier answers a set of sustainability-related questions as part of the contractual obligations. On top we encourage all brands to contribute to further develop instruments in order to measure and to improve direct and indirect sustainability performance.

13. No Child Labour

We do not accept child labor. We expect our business partners and their supply chain members to only employ workers according to applicable laws and regulations but at least with the minimum age of 15 years or at least having completed compulsory education – whichever is higher. The minimum employment age is laid down in several conventions of the International Labour Organization (ILO), which regulates internationally recognized valid lower limits. If a higher minimum employment age is valid in the country in which a supplier

maintains its business premises, then the supplier must adhere to it.

14. Employment Rights

We expect our business partners to respect the fundamental employment rights established by a number of international conventions from the United Nations and the International Labour Organization (ILO).

14.1 No Discrimination

We do not accept discrimination with regards to race, ethnicity, skin color, religion, age, sexual orientation, gender, national origin, disability or other classes protected by law. We expect our business partners to promote equal opportunities for and treatment of its employees irrespective of the above-mentioned factors.

14.2 No Forced Labor

We do not tolerate forced and compulsory labor. By that we mean any form of work that is not carried out voluntarily or based on a mutual agreement between the employee and employer.

14.3 Freedom of Association and the Right to Collective Bargaining

Our business partners shall respect the employees' right to freedom of association and collective bargaining. We therefore expect our business partners to neither favor nor discriminate against members of employee organizations or trade unions.

14.4 Working Hours

We expect that our brand suppliers will not exceed the local limits and regulations on work hours and that the fundamental levels as stated in ILO conventions are respected and followed.

14.5 Compensation / Wages

Our business partners shall pay their employees regularly and on time. We also expect our business partners to guarantee that their employees receive at least the national statutory minimum wage, the prevailing industry wage or the wage that is negotiated in a collective agreement, whichever is the highest. We further expect that business partners strive to pay a fair and comfortable wage in order to allow a decent life for their workers. We do not accept deductions as a disciplinary measure. It is a tax measure and is only to be made when provided for by the national law.

14.6 Respectful Treatment

All employees shall be treated with respect and dignity. Under no circumstances do we accept the use of offensive or degrading treatment or corporal punishment by our business partners and their subsequent business partners. No employee shall be subject to physical, sexual, psychological or verbal harassment or abuse. Employees shall be free to lodge complaints with their superiors. We expect that our business partners shall respect the personal integrity, dignity, right to a private life and other personal rights of every individual, and to prohibit all forms of violence and assault in the work place, including threatening behaviour from the employee.

14.7 Labor Contracts

We expect our business partners to ensure that all employees are aware of their legal rights and obligations. All employees shall be entitled to a written employment contract.

14.8 Special Protection for Young Workers

Young workers shall be protected against conditions of work, which are prejudicial to their health, safety, morals and development.

15. Health and Safety

We expect our business partners to take responsibility for the health and safety of their employees at their place of work. All employees deserve to work in a safe and healthy work environment.

16. Product Safety, packaging and liability

16.1 Product Safety

The business partner must comply with all applicable legal regulations and requirements concerning product safety, especially the legal requirements pertaining to safety, labelling and product packaging, as well as with respect to the use of dangerous substances and materials. The business partner is required to provide Frilufts Retail unrequested with material safety data sheets and all safety-related information prior to the first delivery of the product to the extent required by applicable laws, regulations and standards. The business partner shall thereafter provide a safety data sheet each time there is a change in the material of such products.

16.2 Packaging

16.2.1 All packing material shall be chosen with consideration to sustainability. The most environmentally friendly option should always be chosen. Any unnecessary packaging shall be avoided but the protection function for the products shall at all times be upheld.

16.2.2 For safety reasons, metal clips and metal strappings are not permitted as packaging aid. Adhesive tape or plastic string may be used as substitutes. Furthermore, for padding and filling materials, only recyclable materials shall be used (e.g. paper or corrugated cardboard). The use of virgin plastic shall be avoided.

The use of Styrofoam, especially Styrofoam pellets/chips and PVC (polyvinyl chloride) is not permitted and must not be used. Polypropylene (PP), polyethylene (PE) or polyethylene terephthalate (PET) are admissible but their use must be kept to a minimum. Best efforts shall be used to generally reduce the use of plastic materials, e.g. plastic pins etc.

No virgin plastic will be used to fill out cavities but only recyclable materials such as recycled paper or organic materials. The use of Styrofoam chips as filling is inadmissible.

16.2.3 According to packing regulations, the business partner is obligated to make sure that all packaging, which will be delivered to private end-users, is licensed through a recycling partner (e.g. dual system) and thereby ensure proper return and recycling. The business partner shall provide evidence of licensing.

16.2.4 The business partner shall furthermore ensure that the shipment unit is effectively used and that any resources are used to their highest potential.

16.3 Liability

16.3.1 Should a product or a product's packaging cause damage to persons or to property,

the business partner shall, in addition to the business partners' other liability pursuant hereto or by way of law and without any limitation in time, indemnify and hold Friluft's Retail and the companies harmless for any third party claims related to such damage.

16.3.2 The business partner shall maintain a proper product liability insurance covering its liability pursuant to the agreement and shall, upon Friluft's Retail' request, provide evidence thereof.

17. No Unacceptable Business Partners

It is not acceptable for our business partners to conduct business with companies or organisations whose business practices are built on the exploitation of employees, animals, society or the environment.

18. Data Protection

Our business partner shall not disclose information that is not known to the general public for personal gain or for the benefit for anyone other than Friluft's Retail. Such information includes technical data, financial data, operating data, customer information, memoranda or other information regarding the company's business and operational activities and future plans.

19. Monitoring, Consequences and Amendments

19.1 Monitoring

We reserve the right to monitor compliance with the principles and requirements stated in this Code. We expect our business partners to safeguard that periodic inspections and controls of their own business operations and supply chain partners takes place.

Such inspections, announced or unannounced, shall always be carried out in accordance with applicable laws and regulations.

19.2 Consequences

The consequences of deviations from the Code of Conduct depend on the significance of the breach. Minor breaches usually lead to the opportunity of improvement within a suitable and binding period. If measures of improvement are not implemented within the improvement period, the business relationship will be seriously damaged and could lead to a termination of business relations by us. Significant breaches of the Code of Conduct will not be accepted and lead to the immediate termination of the business relationship.

19.3 Amendments

We reserve the right to amend or modify the Code of Conduct from time to time.