



snowcommerce

SNOW COMMERCE AND ITS AFFILIATES CODE OF CONDUCT

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Introduction

Snow Commerce, together with its subsidiaries and affiliates (“Snow Commerce”), strives to conduct its business following high ethical and business standards. Ensuring that our products are produced under responsible conditions is the core of our commitment to running a responsible business. In fulfillment of our ambition, we expect our Partners – subcontractors, licensees, and other business Partners (“Partners”) – to operate responsibly and act with integrity, fairness, and responsibility in all aspects of their business and conduct their due diligence accordingly.

Our commitment implies having due diligence processes to mitigate adverse impacts on human and labor rights, the environment, including climate, anti-corruption, and animal welfare. We use this Code of Conduct (“Code”) to support us in selecting and retaining business partners who share our commitment to responsible production as defined by internationally agreed conventions, standards, and guidelines.

We expect Partners to commit to implementing the standards, processes, and requirements of this Code in their own operations and to work with their Partners also to implement the policies, standards, and processes of the Code.

Snow Commerce wants its customers to be confident that the services provided, and products manufactured by Snow Commerce or its Partners are in accordance with the principles set forth herein and aren’t made under inhumane or exploitative conditions. Implementation of the Code enables Snow Commerce to ensure that Partners understand and commit to Snow Commerce’s principles and requirements that are based on internationally agreed conventions, including but not limited to: the International Bill of Human Rights, the International Labour Organization’s (ILO) Declaration of the Fundamental Principles and Rights at Work, the UN Guiding Principles on Business and Human Rights, the UNICEF Children’s Rights and Business Principles the OECD Guidelines for Multinational Enterprises, the OECD Due Diligence Guidance for Responsible Business Conduct, the UN Convention Against Corruption, the Rio Declaration on Environment and Development and the UN Global Compact’s 10 Principles as well as to local regulations and legal practices.

Where there are differences between the terms of this Code and national laws or other applicable standards, Partners shall adhere to the higher requirements. Partners must inform us immediately if conflicts between national law and this Code are detected.

Definitions and Terms used in this Code

Please note that the following definitions and terms apply in this Code and all appendices attached to it (see Appendix list on page 11).

- “Us” and/or “We” and/or “Snow Commerce” and/or “Company” refers to Snow Commerce, Inc., as well as their affiliated legal entities, subsidiaries (including, but not limited to, Solar Holdco, Inc., Printful, Inc., Printify, Inc., Snow Commerce, Inc.), directors, contractors, licensors, officers, agents, and Employees. Snow Commerce reserves the right to and may provide Services to you through various Snow Commerce legal entities depending on multiple factors, such as, but not limited to, Partner’s location, your location, the region in which the transaction takes place, and others.
- “Partner” and/or “You” refers to an entity or individual that provides goods, services, or materials to Snow Commerce, maintaining a commitment to ethical and responsible business practices as outlined in this code of conduct.
- “Worker” and/or “Employee” refers to an individual who is employed by the Partner and engaged in various capacities to fulfill their contractual obligations to Snow Commerce, with an expectation of fair treatment, safety, and adherence to the principles outlined in this code of conduct.
- “Agreement” refers to the terms, conditions, and notices contained or referenced in these Terms and all other operating documents applicable to the Parties.
- “Website” refers collectively to www.SnowCommerce.com and www.SnowCommerce.com websites, where the Code is made available.
- UN – United Nations.
- ILO – International Labour Organization.
- UNICEF – the United Nations International Children’s Emergency Fund.
- OECD – Organisation for Economic Co-operation and Development

Requirements for Partners

1. Human rights and labor conditions

Non-discrimination and equal opportunities

Human rights are universal and belong to everyone equally regardless of, but not limited to: age, sex, race, color, sexual orientation, gender identity, national origin, culture, nationality, citizenship, language, religion, ideology, marital status, economic or social condition, type of occupation, degree of education, disability, pregnancy, and/or political or philosophical affiliation.

All employees shall be treated with dignity and respect. No employee shall be subject to abuse, cruel or unusual disciplinary practices, discrimination in employment, or hiring based on race, religion, origin, political affiliation, union membership, sexual preference, age, gender, or pregnancy. Female and particularly vulnerable workers must be protected against gender-based violence and harassment in the workplace.

In addition, violations of human dignity are strictly prohibited, for example, Workers or potential Workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way or in violation of human dignity.

Reference: ILO Conventions 110, 111, and 159, or the Sixth Principle of the UN Global Compact.

Freedom of association and collective bargaining

Partners must respect the rights of workers to join and organize associations of their own choosing and to bargain collectively with no interference or sanctions from employers. The Partner must implement mechanisms, such as worker participation committees, for resolving disputes, including employee grievances, and ensure effective communication with employees and their representatives.

If the rights to freedom of association and collective bargaining are restricted by national law, the Partner must allow workers to freely elect their own representatives, and alternative forms of worker representation must be supported.

Reference: ILO Conventions 87, 98, 135, and 154, or the Third Principle of the UN Global Compact.

Forced labor

The use of forced, bonded, prison, indentured, or compulsory labor in producing or manufacturing Snow Commerce products is prohibited. This includes modern forms of slavery, human trafficking, or withholding personal papers, work permits, personal identification, or compensation. Factories are prohibited from allowing or requiring workers to pay the employer, labor agent recruitment, or other fees for obtaining their employment. Workers shall not be subject to unreasonable restrictions of movement.

All work must be done by choice, and Workers must be able to end the work or the employment relationship at any time.

Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to Workers in line with ILO Convention 29 and Convention 105 and the Fourth Principle of the UN Global Compact.

See Appendix A *Snow Commerce Forced Labor Policy*.

Child labor

The use of child labor is prohibited at every phase of production in the meaning of ILO Conventions 79, 138, 142, and 182, and to the Fifth Principle of the UN Global Compact.

No person shall be employed at an age that is below the applicable minimum legal age in the respective country Partners conduct their operations.

Partners must not use child labor below the age at which compulsory school attendance ends and should in no case be lower than 15, even if permitted by national law. Conversely, if the law states an age higher than 15, then this must be followed.

All legal limitations regarding young workers between the age of 15 and 18 must be followed and young workers are only permitted to carry out light work at reduced hours. This means that they must be protected from any hazardous work, night shifts, and any kind of work that might hamper their physical and psychological development or impose any harm. Young workers must be removed from any hazardous work or source of hazard immediately if such cases are identified, and the Partner must redefine their scope of work without any loss of income.

See Appendix B *Snow Commerce Child Labor Policy*.

Wages and benefits

Partners must comply with all applicable national and local wage laws, including minimum and overtime wage laws, or shall be consistent with the prevailing industry wage standards if they're higher. In every case, the wage for overtime hours must be higher than the wage for regular hours. If the wage is not sufficient to cover the usual cost of living while allowing the Worker to accumulate a minimum amount of savings, the Partner is obligated to increase the Worker's pay to reach a sufficient level for this.

Withholding of wages for any reason is not allowed. Wages must be paid in a timely manner, and wage deductions shall not be used as a disciplinary measure. Employee benefits shall be provided in accordance with national and local requirements.

The Partner must ensure that the Workers receive clear, detailed, and regular written information about the composition of their pay. References to ILO Convention 26 and Convention 131.

Working hours

Standard working hours must follow local regulations, collective bargaining agreements and industry standards, but must not exceed 48 hours per week, excluding 12 overtime hours. Except in extraordinary business circumstances, the weekly overtime must never exceed 12 hours.

Workers should be free to refuse overtime without fearing contract termination or punishment.

Employees must be allowed a minimum of 1 day off per week and paid annual leave. Maternity leave, sick leave, and other types of leave must be provided to all employees in accordance with relevant local regulations.

Reference: ILO Convention 1 and Convention 14.

Health and safety

Partners must ensure that all employees work in a safe and healthy working environment with proper management systems in place in accordance with ILO Convention 155 and Convention 164. This includes having a Health and Safety Policy in place, which must be physically available for all employees.

The list below is not exclusive but outlines the most critical aspects of a health and safety management system and shall be followed by Snow Commerce Partners.

- The working environment should be safe, always healthy, and clean, and all working stations shall be provided with sufficient lighting.
- Relevant first aid equipment must be available, and where legally required, a doctor or nurse should be available during working hours.
- All local laws regarding fire safety must be kept, and all production facilities must, as a minimum, install adequate warning systems, fire safety equipment and well-marked exits and escape routes, which should be clear for passage at any time.
- Potential emergencies and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, Worker notification and evacuation procedures, Worker training, and drills.
- Emergency drills must be executed at least annually or as local law requires, whichever is more stringent.
- Partners must ensure that safety precautions regarding chemical use, storage, and handling are taken.
- Partners must ensure that electrical installations are according to law and do not pose a risk to fire safety in the production facility.
- Personal protective equipment (PPE) must be provided free of charge and in good condition. All employees must conduct training in the proper use of the PPE.
- All chemicals and hazardous materials must be safely handled, transported, and disposed of according to law.
- Workers must be trained in handling chemicals.

- MSDS (Material Safety Data Sheet) should be provided for all on-site chemicals.
- All premises on site, including company-provided dormitories, restrooms, changing rooms and canteen, should uphold appropriate hygiene, health and safety standards. This includes adequate equipment for fire safety.
- Access to clean drinking water and sanitary facilities for employees at all times.
- It must be ensured that the workers are protected from high temperatures and extreme weather.
- All relevant permits and building safety certificates should be reviewed.
- Safe electrical installations are installed and maintained by competent personnel.
- Reasonable steps must also be taken to remove pregnant women and nursing mothers from working conditions with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers, including those associated with their work assignments, and provide reasonable accommodations for nursing mothers without providing unnecessary damage or hindering their employment.
- Procedures and systems are to be in place to prevent, manage, track, and report occupational injury and illness, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases, and implement corrective actions to eliminate their causes, and facilitate the return of Workers to work.
- Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks, must be identified, evaluated, and controlled.
- Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks, and barriers are to be provided and properly maintained where machinery presents an injury hazard to Workers.
- Partners shall provide Workers with appropriate workplace health and safety information and training in the native language of the Worker or in a language the Worker can completely understand for all identified workplace hazards that Workers are exposed to.
- Health and safety-related information shall be clearly posted in the facility or placed in a location identifiable and accessible by Workers. Training is provided to all Workers before the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

2. Anti-corruption and business ethics

Anti-corruption

Partners must not conduct business in an unethical and inappropriate manner, use bribes, kickbacks, or provide gifts, favors, or services to gain a competitive advantage with Snow Commerce.

The highest standards of integrity are to be applied to all business activities. The Partner must pursue a zero-tolerance policy regarding the prohibition of bribery, corruption, extortion, and embezzlement. Partners and their subcontractors must strive toward a business where corruption is

eliminated—hence, no bribery, improper/lavish gifts, or the like can be offered or accepted. Processes for monitoring and implementing norms are to be applied in order to ensure compliance with anti-corruption laws and regulations applicable to the Partner.

See Appendix C *Snow Commerce Anti-Corruption Policy*.

Compliance with sanctions, export controls, and other applicable laws

Partners will comply with the national laws of the country in which they're conducting business, as well as local laws, regulations, or standards applicable to their business and the industry standards established in their location. That includes compliance with all applicable laws, statutes, regulations, and codes relating to customs, export control, antiboycott, and economic and financial sanctions laws and regulations, including economic and financial sanctions and trade embargoes imposed, administered, or enforced from time to time by relevant governmental authorities ("Sanctions"). Partners shall not be organized in or otherwise operate from countries or territories that are the target of Sanctions, and they shall not directly or indirectly export, re-export, or otherwise transfer any products, technology, or software furnished by Snow Commerce to any person, use, or location in violation of Sanctions. In the event of any conflict between the provisions of any of the preceding laws, regulations, or standards and the provisions of this document, the provision containing the higher standards shall prevail.

Fair Competition

Norms of fair business practices, advertising, and competition are to be observed. Beyond this, the relevant antitrust laws, which particularly prohibit agreements and other activities to influence prices or conditions, are to be applied. These rules further prohibit agreements between Partners and their customers that are intended to limit customers' freedom to autonomously determine the prices and conditions for their resale of goods.

Privacy/Data Security

The Partner commits to fulfill the reasonable expectations of Snow Commerce, subcontractors, customers, consumers, and Workers concerning protecting private information. In collecting, storing, processing, transmitting, and transferring personal information, the Partner is to observe the laws on data protection and information security as well as the regulatory requirements.

Intellectual Property

Ensuring the safeguarding of intellectual property rights is paramount for partners in maintaining trust and fostering innovation. Intellectual property rights are to be respected; transfers of technology and expertise are to be carried out so that intellectual property rights and Snow Commerce information are protected. Partners should stay informed about changes in domestic and international intellectual property regulations, to proactively adapt their practices.

3. Environment

Snow Commerce is committed to sound environmental programs and practices and encourages reducing and recycling waste. Partners should have a precautionary action plan or an environmental management system to minimize their operations' environmental impact. Partners are expected to have an environmental commitment in place, stating their CO₂ emissions, measures taken, and reduction targets set to improve their overall impact on climate and the environment.

Partners must comply with all applicable laws relating to the environment and dispose of hazardous and/or toxic materials in a controlled and safe manner. To that end, Snow Commerce seeks to conduct business with Partners that are equally dedicated to pursuing continuous efforts to improve the compatibility of its operations with the environment.

See Appendix D *Snow Commerce Environmental Policy* for more information.

Hazardous substances

Partners are to adhere to all applicable laws and regulations regarding the prohibition or restriction of specific substances, including labeling laws and regulations for recycling and disposal. Partners must also follow processes to comply with each agreed-upon, customer-specific, restricted, and hazardous material list and, if applicable, have their own MRSL (Manufacturing Restricted Substances List) in place.

Chemicals and other materials posing a hazard, if released into the environment, shall be identified and managed to ensure their safe handling, movement, storage, recycling or reuse, and correct disposal.

Any delivered goods must comply with the international standards as to chemical contents:

- The European Union REACH Regulation (EC) No 1907/2006 Annex XVII and later amendments.
 - The “substances of very high concern” (SVHC) i.e. the European Union REACH Regulation (EC) no. 1907/2006 Candidate List. Partners are requested to check the list on a regular basis, as this list is continuously updated.
- The California Safe Drinking Water and Toxic Enforcement Act of 1986 (“California Proposition 65”) list of hazardous substances “The Proposition List 65”.
- Country-specific regulations on export markets.

Local laws must be followed in the storage, handling, use, and disposal of all chemicals and must comply with the Material Safety Data Sheet (MSDS) for each chemical product.

Read Snow Commerce’s chemical restrictions in Appendix E *Snow Commerce Chemical Policy*.

Animal Welfare

If materials used in the products derive from animals, Partners must ensure that they have been treated according to all applicable regulations, conventions, and standards. The animals must be fed and treated with dignity and respect. No animal must deliberately be harmed nor exposed to pain in their lifespan.

Taking the lives of animals must always be conducted using the quickest and the least painful and non-traumatic method available, approved by national and acknowledged veterinarians, and only conducted by trained personnel.

Snow Commerce expects Partners to follow The Five Animal Freedoms:

1. Freedom from Hunger and Thirst
 - a. By access to fresh water and diet to maintain health and strength.
2. Freedom from Discomfort
 - a. By providing an appropriate environment, including shelter and a comfortable resting area.
3. Freedom from Pain, Injury or Disease
 - a. By preventing them from getting ill or injured and making sure the animals are treated if they do.
4. Freedom to express Normal Behavior
 - a. By providing sufficient space, proper facilities, and company of the animal's own kind.
5. Freedom from Fear and Distress
 - a. By ensuring conditions and treatment that avoid mental suffering.

Grievances

Partners are responsible for establishing an effective grievance mechanism for individuals and communities who could be affected by negative impacts. Employees who lodge a grievance about violations of this Code or the applicable laws are not to be subjected to disciplinary measures or any other negative consequences in any form.

4. Monitoring and collaboration

Snow Commerce shall have the right to assess its supply chain and ask Partners to, at a minimum, complete self-assessment questionnaires to evaluate Partner's compliance with this Code. If deemed applicable, Snow Commerce may also conduct periodic on-site visits to check working and living conditions, including unannounced audits, either directly or through third parties, as well as audit the records and practices of wage, hour, and payroll information maintained by Partners, and to review their compliance with the Principles. The Partner can object to specific audit measures if these measures violate mandatory data protection regulations stemming from the laws and regulations applicable to the Partner.

We expect our Partners to have a proper due diligence procedure in place, identify risks within their supply chains, and take appropriate measures to mitigate these in accordance with the OECD Due Diligence Guidance for Responsible Business Conduct. In the case of a suspected violation, as well

as to safeguard supply chains with heightened risks, the Partner will inform the Snow Commerce promptly and, if necessary, regularly about the identified violations and risks and the measures taken.

If a violation of the rules of this Code is identified, Snow Commerce shall notify the Partner of this in writing within one month and will provide a suitable period of time within which the Partner's conduct is to be brought into compliance with these rules.

If the Partner is found to be in violation of this Code or related policies and procedures, Snow Commerce will work with the Partner to address and remedy the situation. Snow Commerce may issue a warning, require corrective action, or terminate the relationship with the Partner. If the violation was caused culpably and this renders the continuation of the contract until its due termination unacceptable for Snow Commerce, Snow Commerce can end the contract upon the expiration of the stated time period if Snow Commerce has threatened to do so when setting the period of time for corrective action. The legal right to extraordinary cancellation without providing an additional time period shall remain unaffected, as shall the right to damages.

5. Communication and compliance

Partners undertake to establish and maintain appropriate procedures to evaluate and select Partners and subcontractors based on their commitments to social and environmental accountability.

Snow Commerce expects all Partners to establish management systems designed with appropriate operational controls to ensure compliance with applicable laws, regulations, and this Code. Should Partners have any difficulty adhering to Snow Commerce's principles, local regulations, or legal practices, or identify any breaches, they must immediately reach out to their main contact person at Snow Commerce or report breaches anonymously via email:

legal@SnowCommerce.com

Partners' employees can, via email, report work-related concerns anonymously and without fear of retaliation. Mail for reporting:

legal@SnowCommerce.com

Partners agree to continuously seek ways to further advance in the areas of sustainability and ensure favorable living and working conditions for their employees.

By accepting business from Snow Commerce, Partners acknowledge their agreement and intention to comply with the requirements and standards set forth by this Code.

6. Appendixes

APPENDIX A

FORCED LABOR POLICY

Forced labor is a serious violation of human rights that Snow Commerce does not accept in any form. Snow Commerce respects Human Rights and has zero tolerance to forced labor. Any occurrence of forced labor in our supply chain will be identified, prevented and mitigated in accordance with international guidelines such as the UN Guiding Principles on Business and Human Rights, OECD Guidelines for Multinational Enterprises, and the International Labour Organization (ILO).

Snow Commerce committed to ensure that Partners producing our products do not engage in any form of forced labor. Sourcing globally, Snow Commerce is very aware that the level of forced labor risks, and the risks associated with this type of violation of human rights, vary depending on continent, country and region.

Snow Commerce recognizes the severe level of forced labor-related risks in the Xinjiang Uyghur Autonomous Region of China and prohibits goods mined, produced, or manufactured wholly or in part from this region or by entities on the [UFLPA entity list](#) at all times, pursuant to Section 307 of the U.S. Tariff Act of 1930 (19 U.S.C. §1307).

Definition of forced labor

Snow Commerce defines forced labor based on [ILO Convention No. 29 \(1930\)](#) as *“all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.”*

Elements of forced labor include but are not limited to:

- Physical or psychological threats and harm to the worker or their relatives to maintain employment;
- Restrictions on employees’ movement or confinement to the workplace or a limited area;
- Involuntary overtime, where employees are obligated to work beyond their regular hours without consent;
- Withholding wages or excessive wage reduction that violates previously made agreements;
- No permission to take paid sick/leave or denied breaks during the work day;
- Retention of personal documents, such as identity papers, constraining workers’ ability to freely leave their employment;
- Debt bondage.

Snow Commerce’s commitment

- Ensure this Forced Labor Policy is communicated to relevant stakeholders, both internally and externally (within Snow Commerce’s supply chain);

- Train relevant employees to handle any incidents of forced labor related to the factories that produce our products. The relevant employees should undergo training on Forced Labor upon onboarding and then every second year. The training should either be conducted by an external trainer or through E-learning courses. The training must cover, at least, the following topics:
 - What is Forced labor, and why is it important to focus on;
 - How to identify it;
 - How to report a case;
 - How to mitigate and prevent it;
- Continuously assess and monitor the risk of forced labor, especially in our supply chain;
- Support and engage with Partners in strengthening their forced labor risk management systems through training and capacity-building initiatives;
- Handle allegations and resolution of any forced labor-related allegations;
- Collaborate with international as well as local stakeholders to address the challenges related to forced labor.

Partners' commitment

Partners must ensure that any kind of forced labor does not occur at any level of their supply chain. Partners are expected to exercise appropriate due diligence in their supply chain in line with the international guidelines on which this policy is built. Snow Commerce expects Partners to be fully transparent if cases regarding forced labor occur.

Partners commit to:

- Build and maintain an effective management system defining forced labor risks, and effectively identify, prevent, mitigate, and remediate any occurrence of forced labor;
- Train relevant employees on policies and procedures related to identifying, preventing, and mitigating forced labor;
- Ensure that all employees are informed about their right to refuse labor and provide clear guidelines to management for handling relevant cases;
- Guarantee that effective grievance mechanisms are in place to address any occurrence of forced labor – this must be communicated in languages understood by all employees;
- Ensure that all employees have written contracts, specifying the employee's rights regarding payment of wages, overtime, retention of identity documents, and other issues related to preventing forced labor. The contract must be written in a language understandable to the worker.

Remediation procedure

If or when forced labor is either identified or suspected, Snow Commerce will initiate the following procedure.

- 1) Snow Commerce assesses the case through dialogue with Partner's management, workers and other relevant parties and reviews the documentation. In cases of identification of a severe level of forced labor, an onsite visit may be necessary.
- 2) Each incident is handled through dialogue between Snow Commerce, the Partner, the concerned worker, and the worker representative with the primary focus being the safety and wellbeing of the worker;
- 3) If necessary, Snow Commerce will involve relevant stakeholders, non-governmental organizations, and consultants to assist in the remediation process;
- 4) The Partner must collaborate with Snow Commerce to ensure that the needs of the concerned employee are prioritized. The Partner must agree to and carry out all agreements made.

If Snow Commerce discovers a breach to this policy, we will initiate close dialogue with the Partner. The Partner must support the remediation process adequately. If not, it can lead to Snow Commerce ceasing the cooperation. If the Partner does not adequately support the remediation process or does not show any willingness to collaborate in the matter of an incident related to forced labor, this can lead to Snow Commerce ceasing cooperation.

If the identification of forced labor is the reason that Snow Commerce's products are withdrawn, and if the Partner is unwilling to cooperate or support the remediation process, the Partner must compensate the company for lost revenue on the market(s) and cover the potential fine that may be imposed on the company.

APPENDIX B

CHILD LABOR POLICY

In accordance with our Code of Conduct and in the meaning of ILO Conventions 79, 138, 142, and 182 and to the Fifth Principle of the UN Global Compact, child labor is strictly prohibited throughout our entire supply chain at every phase of production.

Definition of a child

The definition of a child is a person under the age of 15 or under the age at which compulsory school attendance ends. Unless country regulations stipulate a higher age, in which case the higher age shall apply.

Definition of a young worker

The definition of a young worker is any worker aged between 15 and 18.

The requirements

Partners must ensure that child labor is not present in our supply chain.

- Snow Commerce does not accept any form of employment of children below the minimum age mentioned above.
- The factory must have proper hiring systems in place to prevent children from working at the factory. Records of age verification must always be kept.
- If the factory is providing childcare facilities, it must ensure that the children remain at that area and never enter production areas.
- Young workers should not work night shifts and should only perform light work, which does not encompass working with dangerous chemicals, heavy lifting, or dangerous machinery.
- Young workers should not be subjected to work that can be harmful to their health or physical, mental, spiritual, moral, or social development.
- If child labor is detected, the Partner is requested to make sure that proper measures in the best interest of the child are taken, and this Child labor policy shall apply.
- Snow Commerce must be informed immediately if confirmed child labor is detected.

In case child labor is detected

A satisfactory solution must be found in cooperation with the Partner, taking into consideration the child's age, social situation, and education.

Any measures taken should always aim to improve, not worsen, each child's situation.

If children are to be replaced from improper working, then the factory should continue to pay the wages to the child until it reaches the legal age for working. If possible, a member of the child's family should be offered the position and paid at least the local minimum wage. This is to secure a stable private economy for the child and its family.

If the child has finished primary school, the child should be offered an education that supports the child's further development until it reaches the legal age for working, after which the child should be offered the job again on the same terms as other workers in the factory.

Snow Commerce reserves the right to involve non-governmental organizations with the purpose of driving the process to secure the child's future.

If Snow Commerce discover a breach to this policy, we will initiate close dialogue with the Partner. The Partner must support the remediation process adequately. If not, it can lead to Snow Commerce ceasing the cooperation. If the Partner refuses to cooperate in implementing this policy after child labor has been confirmed, we will terminate all business with said Partner.

However, if the opposite, we will continue our cooperation with the Partner and help to ensure, that a child is not hired into the factory again.

APPENDIX C

ANTI-CORRUPTION POLICY

The highest standards of integrity are to be applied to all business activities. The Partner must pursue a zero-tolerance policy regarding the prohibition of bribery, corruption, extortion, and embezzlement. Partners and their subcontractors must strive toward a business where corruption is eliminated — hence, no bribery, improper/lavish gifts, or the like can be offered or accepted. Processes for monitoring and implementing norms are to be applied in order to ensure compliance with anti-corruption laws and regulations applicable to the Partner.

Snow Commerce is committed to adhere to the UN Convention Against Corruption, the U.S. Foreign Corrupt Practices Act (FCPA) and similar legislations and expect the same from our Partners to ensure that everyone associated with Snow Commerce and its products is acting in accordance with the same ethical standards.

This Anti-Corruption Policy is applicable to all Snow Commerce Partners. As Partner, you are expected to avoid these situations of corruption:

- Conflict of interest
 - This arises in situations where an employee has a private interest or personal gain from a certain situation or deal.
- Bribery
 - Bribery is the act of offering, giving (active bribery), receiving, or accepting (passive bribery) any item of value to influence the actions of an employee.
 - Snow Commerce will not give or accept bribery in any form.
- Extortion
 - Extortion occurs when an employee unlawfully demands or receives money through intimidation. Extortion may include threats of harm to a person or his/her property, threats to accuse him/her of a crime/illegal act, or threats to reveal sensitive information.
 - Employees of Snow Commerce must not seek to influence any person or body by using their position or by using force or threats.
- Fraudulent behavior
 - Fraudulent behavior involves deliberately being dishonest or misleading, engaging in deceitful behavior, or acting under false pretenses.
 - Employees at Snow Commerce must not exercise such behavior under any circumstances.
- Receiving gifts and hospitable behavior
 - Gifts and hospitality may be used to facilitate corruption or may give the appearance of corruption. Gifts may include cash or assets given as gifts.
 - Hospitality may include meals, hotels, flights, entertainment, or sporting events.
 - As a general rule, employees should not receive gifts or other benefits in connection with their work. However, giving small gifts and showing hospitality may be customary in some countries, and it would be impolite not to receive it. However, gifts should be kept within a reasonable financial level, that reflects the nature of the business with that specific partner.

- Gestures that may be considered remuneration for a task performed, such as a couple of bottles of wine for doing a presentation, are not considered gifts.
- Employees at Snow Commerce must not give, solicit, or receive gifts directly or indirectly.
- Nepotism
 - Nepotism is an incident in which family and friends are favored and treated advantageously due to close personal relations, rather than on the basis of a professional assessment of their capabilities.
 - Employees of Snow Commerce must not favor friends, family, or other close relations in recruitment, procurement, or other situations.

It is expected that all Partners have their own anti-corruption policy or at least make the principles of this policy available to all facilities – and make the employees aware of this upon hiring.

The Partner's employees are obligated to notify their superior immediately about any proof or suspicion of breach of one or more anti-corruption principles. This applies regardless of whether the case involves other employees, business partners and partners in programs or projects. They are also obligated to notify their superiors about potential or current conflicts of interest.

If Snow Commerce discover a breach to this policy, we will initiate close dialogue with the Partner. The Partner must support the remediation process adequately. If not, it can lead to Snow Commerce ceasing the cooperation.

APPENDIX D

ENVIRONMENTAL POLICY

Precautionary approach and environmental management

It is of high concern to Snow Commerce that environmental impacts are kept to a minimum throughout the value chain, meaning the whole lifecycle of our products, from raw material extraction, production, transportation, use phase, and up until it's discarded or recycled.

Through our Code of Conduct and this environmental policy, Snow Commerce demonstrates our commitment to protecting the environment by pursuing and supporting initiatives that minimize our environmental impact. We recognize that the largest environmental impacts of our business come from our product purchases, the use of our products, and their subsequent disposal as waste. Therefore, we're taking on a precautionary approach to all operations applied in the making of our products.

Circularity is of great importance in our own operations as well as in the expectations we have for our partners, not least in terms of sourcing raw materials and the use of resources as this is where we believe Snow Commerce, together with our Partners, can make a noticeable difference.

We expect our Partners to apply same precautionary approach as us and establish a systematic mode of operation that limits the risk of serious or significant impact to the environment (e.g. major damage to the local ecosystem, closure of a potable water abstraction point, known on-site or off-site impact to soil, air, groundwater or surface water).

Snow Commerce encourages Partners to calculate emissions and set targets to reduce the emissions by using recognized standard-setting tools.

- The Partner must always be able to provide applicable and valid environmental permits (e.g., discharge monitoring) and licenses as well as documentation for their practices whenever Snow Commerce asks for it. Registrations must be obtained, maintained, and kept current, and their operational and reporting requirements must be followed.
- The site on which the Partner operates shall not be under threat of prosecution, fines and/or enforcement in relation to environmental issues.
- It is not acceptable to operate critical abatement equipment, e.g. air emission scrubber, incineration unit, etc.

Resource use and product development

Snow Commerce is committed to making mindful design and material choices to use and reuse natural resources in a responsible way. This means:

- Using recyclable or recycled materials wherever possible and whenever legally permitted with respect to requirements regarding traceability and hygiene.

- Where feasible, designing products that can be separated into material fractions when they, at some point, are to be disposed of as waste.
- We strive to give our Partners the best conditions to operate and comply with our requirements of improved environmental impact. Such as timely manner of order placement to avoid airfreight.

Requirements for Partners

- The Partner shall strive for minimal use of natural resources such as water and raw materials.
- The Partners shall take environmental impact into consideration in product development and sourcing, thus meeting the increased demand and need for more responsible material alternatives. Partners must consider, for example, the use phase of products with regard to materials that can lead to pollution due to the release of microplastics during washing and tumble drying.
- The Partners shall work towards lowering their environmental impact and being more efficient in production, including increasing throughput, shortening processing time, and thereby lowering volumes of auxiliaries with high impact.
- The partners must not use any substances of very high concern to health and safety neither for workers involved in the processing and development of our products or the consumers using our products. If such substances are used, these must be phased out. In that case, Snow Commerce may ask the Partner for a transition plan.
- The Partners must lower their toxicity in the atmospheric and aquatic environment and work with readily degradable materials in effluent treatment plants. For example, Partners can lower their environmental impact by using non-hazardous chemicals and biotechnological solutions like enzymes.
- The Partners shall have measures in place to prevent any form of pollution that may occur due to the activities taking place on the Partners' sites.

Energy, emissions, water, and waste

- Snow Commerce expects Partners to prioritize renewable energy sources by gradually moving away from fuels with high CO₂ emissions and switching to fuels with low CO₂ emissions. The Partners must measure and control the use of energy in its operations.
- The Partner shall minimize emissions to air, water, and ground. Emissions, including but not limited to CO₂, shall be measured and reduced. This includes emissions generated from transport as well as production processes. The measurements shall be provided to Snow Commerce upon request.
- Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from operations are to be characterized, monitored, controlled, and treated as required per national law prior to discharge.

- The Partner shall strive to reduce environmental impact from transportation by using road, sea or rail transport and avoiding air transport to the furthest extent possible. Fuel-efficient vehicles shall be used when transporting goods by road.
- Water should be used with care and reduced to a minimum. The Partners shall try to recycle water and heat as well as implement water-saving equipment. To improve water recycling and saving practices, Partners can combine production processing steps, when possible, apply clean manufacturing processes and rinsing steps, as well as adapt low-temperature processes to production whenever possible.

For example, the above-mentioned practices can be achieved by upgrading existing machinery or switching to new machinery with lower energy and water consumption and biotechnology, which ensures low temperature and combined processing.

- All wastewater must be purified before discharge, and sludge must be treated to prevent pollution. Wastewater test results shall be provided to Snow Commerce upon request.
- Wastewater and solid waste generated from operations, industrial processes, and sanitation facilities are to be monitored, controlled, and treated as required per national law prior to discharge or disposal. Any discharge or disposal must take place with the national requirements regarding environment preservation.
- The Partner is expected to have a proper waste management system in place on the sites where the Partner operates.
- Waste shall be handled by authorized waste contractors and shall be kept to a minimum and be reused and recycled when possible.
- Waste of all types, including water and energy, is to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, material substitution, conservation, recycling, and reusing materials. Partners should strive to substitute harsh and environmentally polluting chemicals with less impacting chemicals or enzymes.

As part of Snow Commerce's work with due diligence, all Partners may be asked to provide information about the above-mentioned through a self-assessment questionnaire and/or third-party environmental audits stating results and findings as well as this may be discussed during visits at the Partners' sites. If Snow Commerce detects any negative impacts at any of a Partners' site(s), we will prepare a mitigation plan, which is expected to be adopted by the Partner.

If the Partner fails to adapt the mitigation plan, Snow Commerce reserves the right to terminate the partnership.

APPENDIX E

CHEMICAL POLICY

The listed values and additional notes are applicable to all Partners manufacturing or providing products for Snow Commerce.

It is the responsibility of the Partner to ensure that the articles and goods, which are supplied to Snow Commerce, meet all requirements. The responsibility should also cover and must be fully communicated and controlled by all sub-contractors and Partners of raw materials and other components.

Partners must be familiar and comply with all legislation, product requirements and manufacturing requirements, where they are producing, and these include all environmental laws as well.

We request our Partners to familiarize themselves with the regulations Substances restricted under REACH - ECHA (europa.eu) and The Proposition List 65 and to always be fully updated on the requirements of REACH and the California Safe Drinking and Toxic Enforcement Act of 1986 ("California Proposition 65"). However, this list is not exhaustive, and partners are responsible for complying with all applicable product safety laws and standards, including but not limited to the US Consumer Product Safety Improvement Act of 2008 ("CPSIA"), Washington's Children's Safe Product Act ("CSPA"), European Union Regulation No 2023/988 of the European Parliament and of the Council of May 10, 2023 on General product safety, Directive No 2011/65/EU of the European Parliament and of the Council of June 8, 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"), and any other relevant regulations.

Forbidden or limited chemicals

Please note that Partners must never utilize chemicals listed on the REACH candidate list for any products of value to Snow Commerce:

- The "Substances of Very High Concern" (SVHC) i.e. the European Union REACH Regulation (EC) no. 1907/2006 Candidate List. Partners are requested to check the list on a regular basis as this list is currently being updated.

Please note that chemicals listed in both the REACH annex XVII and the California Proposition 65 List are limited/restricted substances, and must be complied with any products of value to Snow Commerce:

- The European Union REACH Regulation (EC) No 1907/2006 Annex XVII and later amendments.
- Proposition List 65 is updated annually, and Partners are requested to check it regularly.

In addition, it is expected that all Partners must observe and comply with all legislation and product requirements from countries of exports.

Expenses

Partners are responsible for all costs associated with mandatory product safety testing, as this is a pre-existing requirement. Snow Commerce will only assume these costs in the following circumstances:

1. if, on a case-by-case basis, Snow Commerce decides to cover costs for specific products when partners are uncooperative with compliance or
2. when testing beyond mandatory product safety requirements is necessary.

Moreover, the Partner is held responsible to cover all expenses necessary to rectify the production to remove the chemical(s) present in the product.

Snow Commerce reserves the right to demand reimbursement from the Partner should a failed test result in loss of turnover, either due to delay, inadequate commodities, legal requirements, or any other reason for loss of turnover. Additionally, the Partner must compensate for the potential air shipping of the goods.

Additional requirements and restrictions

- Odor and strong smells from garments can occur through possible unauthorized chemical content, bad practices in washing, or drying process prior to shipment. Snow Commerce expects supplied garment products to have a “product specific smell”, and “non-product” specific odor will be treated as a quality issue, even if the garment meets the Restricted Substances List (RSL).
- Gassing, fumigating, or spraying cargo or containers with any chemicals is banned, and levels of chemicals may be measured at the port of destination.

Testing and control

- Partners must assume responsibility for ensuring that the production value chain is informed continuously about Snow Commerce requirements – and that all materials coming into the factory meet the standards.
- Snow Commerce will request chemical tests on products and further has a random check program in-house to make sure that all products and components comply with our requirements and abide by the legislation.
- For textile products, Snow Commerce recommends testing according to AFIRM guidelines Table 4. AFIRM RSL Testing Matrix on pages 14-15, in order to secure testing of materials for relevant substances according to REACH: [AFIRM RSL 2024](#)

If Snow Commerce discovers a breach of this policy, we will initiate close dialogue with the Partner. The Partner must support the remediation process adequately. If not, it can lead to Snow Commerce ceasing the cooperation.