

CODE OF CONDUCT

ENSURING SUSTAINABLE BUSINESS PRACTICES AT THE HIGHEST STANDARD

Mousetrapper AB is committed to managing its business practices at the utmost sustainable levels. Mousetrapper AB has adopted this Code of Conduct (CoC) to ensure that all employees as well as associates, intending, suppliers, sub-suppliers, vendors and producers to Mousetrapper AB, regardless of whether the suppliers and vendors deliver services or goods (henceforth 'associates') are conscious of what is expected of them.

INTRODUCTION

At Mousetrapper AB we recognise that the success of the organisation is dependent on the sustainable development of the global society in which it operates. Sustainable development and successful business is interconnected. In order to realise our vision of a sustainable organisation and contribute to the development towards a sustainable society, we recognise our corporate social responsibility (CSR) for the effect that our activities have on the socio-ecological system. By accepting this responsibility, we constructively engage in the opportunities as well as challenges, current and future, presented to us and our stakeholders.

Our vision is that sustainable practices shall encompass all our activities and daily operations. This is a bold aspiration and we have consequently chosen to address sustainability and our inherent responsibility for the latter as we approach all business – with determination, flexibility, collaboration, transparency, open-mindedness, innovation, optimization and stewardship. Recognizing that personal responsibility is inextricably connected to our continued business success and to meeting the environmental and social challenges of our time.

Basis for the CoC

This CoC is based upon our definition of sustainable development which is, development that meets the needs of the present without compromising the ability of future generations to meet their own needs, as set forth in the World Commission on Environment and Development's (WECD's) report Our Common Future. Our approach to sustainability encompasses respect and protection of the environment and society and is based on the ten principles of the UN Global Compact, the United Nations Sustainable Development Goals as well as additional declarations, frameworks and guiding principles.

Furthermore, the interrelated and corresponding subject of CSR of human rights is grounded in the United Nations policy framework "Protect, Respect and Remedy" as well as the Guiding Principles on Business and Human Rights. Meaning that Mousetrapper AB assumes the responsibility of, recognising the prevailing risk of violating human rights through-out the entire supply chain and taking suitable action to remedy and mitigate these risks. The same responsibility also encompasses the environmental risks, further accentuating and delineating Mousetrapper AB's commitment to socio-ecological sustainability.

In regard to this commitment, Mousetrapper AB has formulated this CoC as to make our position clear to all our associates and stakeholders. Our goal is to encourage and realise sustainable practices through the whole of our activities and daily operations in collaboration with our associates. We are to be regarded as a company which has the upmost concern for its corporate responsibility focusing on people, relations and environment. We stand for integrity and reliability.

In addition to the above-mentioned definitions of sustainable development this CoC is based on United Nations' Universal Declaration of Human Rights, the United Nations' Conventions on the Rights of the Child, the United Nations' Convention on Discrimination Against Women, the International Labour Organisation's Convention on Human Rights and Labour Rights, OECD's Guiding Principles for Multi-National Companies, and other relevant internationally acclaimed agreements including international environmental legislation.

Scope of the CoC

All associates supplying any services or products are expected to comply with this CoC as well as provide verification that all possible autonomous measures have been taken to uphold the this CoC, extending also to include their own suppliers. Implying that associates are required to identify and present where in their own supply-chain risk of

non-compliance to the CoC prevails as well as how such risks are remedied or mitigated.

Additionally, associates are expected to consistently explore and gain increased understanding of the root causes of unsustainable effects on the socio-ecological system. Consequently, Mousetrapper AB will perform and manage risk assessments as well as introduce measures for identifying and preventing effects that contribute to the systematic degradation of the socio-ecological system through-out the entire supply chain.

Legal Compliance of the CoC

This CoC sets up a minimum requirement. Mousetrapper AB and its associates are required to comply with all applicable national law of each country in which they operate together with local laws and regulations, industry minimum standards, ILO and United Nations conventions. Should the requirements of this CoC and the provisions of international, national and local laws and regulations differ, the highest standard shall apply.

All the requirements below shall also be applicable to seasonal personnel, migrant workers, and personnel employed through middle men.

HUMAN RIGHTS & WORKING CONDITIONS

Mousetrapper AB supports and respects internationally recognized human rights, United Nations and ILO conventions. We also understand that adhering to principals for socially sustainable practices with regards to health, influence, competence, impartiality and meaning-making are an integral part in realising a sustainable future. Therefore, we together with our associates must not be complicit in directly or indirectly violating them. We encourage diversity at all company levels, viewing diversity as fundamentally positive and of great value to the company and our competitiveness. A knowledgeable and engaged workforce is essential for company growth as well as effective and professional execution, meaning that we continuously work with company and personal development.

We do not accept any form of child labour, forced labour, slave labour or any other form of penal servitude. Furthermore, all employees and those of our associates are entitled to freedom of association and collective bargaining by joining associations, other organisations and organising in trade unions.

Forced labour / Slave labour (ILO Conventions No. 29 & 105)

Forced labour implies that employees are obliged to work under some kind of physical, mental or economical constraint. Companies can also become complicit in forced labour if they gain from the fact that a business partner takes advantage of forced labour. Migrant workers or employment through middle men implies greater risks for forced labour and call for special attention.

- No form of forced labour, slave labour or involuntary labour shall take place. This requirement pertains to all employees, irrespective of employment condition.
- Employees shall not be required to pay a deposit or surrender their identity papers to an employer, and they shall be free to terminate a work contract after a reasonable period of notice.
- Personnel shall have the right to leave the workplace premises after completing the standard workday

Freedom of Association and Collective Bargaining (ILO Conventions No. 87, 98, 135 & 154)

- Employees shall without exception have the right to join or establish trade unions by their own choice and to bargain collectively.

- The supplier shall not discriminate against trade union representatives or prevent them from doing trade union work or limiting their access to their members in the workplace.
- If such rights are limited by law, the supplier shall facilitate, and in no way hinder, parallel mechanisms for free and independent association and bargaining.

Child Labour (UN Convention on the Rights of the Child, ILO Conventions No. 79, 138 & 182, ILO Recommendation No. 146, UNICEF's Children's Rights and Business Principles)

- Children under the age of 18 shall not engage in labour that is hazardous to their health, safety, or morals. This includes night work.
- Children under the age of 15 (14 or 16 in certain countries) shall not engage in labour that may be detrimental to their health, obstruct local compulsory education defined by law or restrict their rights to play and free-time.
- Recruitment of labour in contravention of the above conventions is unacceptable. Suppliers shall establish procedures for age verification of employees. If child labour already takes place, actions shall be taken immediately. Child labor shall be terminated immediately, and an action plan in line with the recommendations of UNICEF and Save the Child with focus on what is best for the individual child, shall be established. The child in question shall be given the possibility to attend school as long as she or he is covered by compulsory schooling as defined by law. When appropriate, suppliers shall pursue the possibility to provide decent work for adult household members of the affected children's family.
- Young workers between 15 and 18 have the right to special protection, for instance they may not work during night time or reside in hazardous work places. Their work may not impair possibilities of education, and their right to grievance mechanisms shall be given extra attention.

Mousetrapper AB bases its efforts on diversity and equal opportunity on the view that diversity and differences contribute to a more attractive, dynamic and resilient organisation. All employees and associates must be treated with respect. As we pursue diversity and equality on all levels, no employee or associate may be subjected to discrimination or harassment in any way, for any motive or under any circumstance. We expect all employees and associates to serve as proactive and positive representatives of diversity and equal opportunity.

Discrimination (ILO Conventions No. 100, 111, 143, 158, 159, 169 & 183, UN Convention on Discrimination Against Women)

- The supplier shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on nationality, race, caste, ethnic and national origin, religion, age, disability, gender, marital status, family responsibilities, social background, sexual orientation, trade union membership or political affiliation.
- Measures shall be established to protect employees from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- All employees with the same experience and qualifications shall receive equal pay for equal work. Wages shall reflect level of education and skills.
- Mental or physical abuse, corporal punishment or the threat of it shall be prohibited. The same applies to sexual abuse and any form of humiliation.
- All disciplinary procedures must be established in writing and are to be explained verbally to workers in clear and understandable terms.
- The gathering and maintaining of information from sub-suppliers, customers and employees shall be done using precautionary procedures in order to prevent unauthorized disclosure or damage. Personal information shall always be managed with respect for personal integrity.
- The working environment shall offer satisfactory personal integrity. The solutions can vary but examples can include lockers for personal belongings and separated hygiene facilities for men and women. In addition to the above, a private area utilizable only for the individual is applicable for dormitories.

Mousetrapper AB and its associates must provide a safe and healthy workplace as a part of all daily activities in the workplace. Our approach to physical, mental and social health shall be systematic and holistic. Through regular mapping of risks and risk analysis we and our associates must proactively work to minimize risks in the workplace and prevent occupational injury or illness. Lastly, we recognize that the responsibility of promoting a safe and healthy workplace lies both with the collective and individual, implying that all employees of Mousetrapper AB as well as those of its associates are to contribute to this effort.

Occupational Health and Safety (ILO Convention No. 155, 184, ILO Recommendation No. 164)

- The working environment shall be safe and conducive to good health taking in account the existing knowledge of the industry and its related hazards.
- We uphold a intoxication and drug free workplace
- A clear set of regulations and procedures must be established and followed regarding occupational health and safety, fire protection and emergency preparedness. A management representative responsible for the health and safety of all employees shall be appointed. Systems to detect, avoid or respond to potential threats to health and safety of all employees shall be established.
- The work with occupational health and safety shall be done in collaboration between management and employee representatives, in order to reach a long-term safe and healthy work place.
- All employees shall receive regular and recorded health and safety training. Such training must be repeated for new and reassigned employees.
- Employees shall have access to clean sanitary facilities and clean drinking water. If necessary, the supplier shall also ensure access to facilities for safe food storage.
- Special protection and a safe working environment shall be in place for vulnerable individuals, such as young or pregnant workers.
- If needed, effective personal protective equipment shall be provided all employees free of charge.
- The supplier shall register and document all accidents and injuries that affect the work force. In the event of an accident or injury, the supplier shall ensure the best possible protection of the employees, including provision of mandatory insurance programs. All employees shall have the right to leave the work place without asking for permission in the event of immediate danger. The above shall also apply to seasonal workers, workers employed through middle men, and migrant workers.
- The supplier shall ensure that adequate medical assistance is available at the work place, such as first aid, personnel trained in first-aid, or access to a nurse or doctor.
- If the supplier provides accommodation, it shall be clean, safe, adequately ventilated, and have access to clean sanitary facilities and clean drinking water. Fire safety and emergency evacuation plans in dormitories shall be of the same standard as in the working environment.

Compensation (ILO Convention No. 26, 95, 131)

- Workers shall have the right to receive fair remuneration that is sufficient to provide them with a decent living for themselves and their families, as well as the social benefits legally granted. Level of wages shall, as minimum, comply with wages mandated by governments' minimum wage legislation, or industry standards approved on the basis of collective bargaining, whichever is higher. Wages shall always be sufficient to cover living expenses and provide some disposable income.
- Overtime shall be compensated at a premium rate according to national law, or not less than 1,25 times the regular rate, whichever is higher.
- Wages as well as the method of how and when wages are to be paid shall be agreed in writing before work begins. The contract shall be comprehensible to the employee.
- Wages shall be paid in a timely manner, regularly, and in a legal currency. The level of wages shall reflect the skills and education of workers and shall refer to regular working hours.
- It is unacceptable to use wage deductions as a disciplinary measure. Deductions will be permitted only under the conditions and to the extent prescribed by law or fixed by collective agreement.

Working Hours (ILO Convention No. 1, 14, ILO Recommendation No. 116)

- Suppliers shall ensure that workers are not required to work more than 48 regular hours per week. Applicable national laws, industry benchmark standards or collective agreements are to be interpreted within the international framework set out by the ILO.
- Exceptions to the above limit of working hours per week, are only allowed if these are in line with the exceptions specified by the International Labour Organisation. In cases of exceptional pressure of work, the maximum of additional hours in each instance shall be fixed only after consultation with the organisations of employers and workers concerned.
- Overtime shall be voluntary and is meant to be exceptional and shall not represent a significantly higher likelihood of occupational hazards.
- Employees shall grant their workers with the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply. Public holidays shall be in accordance with national legislation or industrial standards.

Regular Employment

- Obligations to employees in accordance with international conventions and/or national legislation and regulations concerning regular employment shall not be avoided by using short-term contracts (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.
- All employees are entitled to their own copy of the employment contract, which must be written in a language they understand.
- The duration and content of apprenticeship programmes shall be clearly defined.
- The supplier shall take into special consideration employees who have children, especially seasonal and migrant workers with children located distantly, so that these workers can combine work with parenthood.

ASSOCIATES & SOCIAL COMMITMENT

In its commitment to sustainable development Mousetrapper AB recognises not only the demands placed on our organisation and employees but also its associates. We expect good communication and individual responsibility amongst employees, customers and associates. As it is seen as they are seen direct or extended as representatives of Mousetrapper AB. Therefore, the criteria upon which we choose and assess our associates, current or future, are based upon the common understanding, support and agreement of the principles set forth in this CoC. Prior to entering into any, formal or informal, agreement Mousetrapper AB must confirm that the associate meets these conditions.

The responsibilities of upholding the substance of this CoC expands beyond our direct activities and thus comprises the monitoring and evaluation of our associates and their sustainability efforts. In turn, our associates maintain equal responsibilities for their associates. Implying that Mousetrapper AB has the right to request improvements when and if any concerns are identified in the value chain. If such issues are not resolved within a reasonable period of time, Mousetrapper AB holds the right to terminate the relationship.

Use of Resources and Impact on the Local Community

- The supplier shall assess its significant impacts on the environment and local community and take necessary actions to minimize its negative effects on natural resources, the local community and the environment.
- No form of environmental criminal activity or ruthless exploitation of resources shall take place in the local environment.
- The local environment at the production site shall not be excessively exploited or degraded by pollution. Hazardous chemicals and other harmful substances shall be carefully managed.
- In cases of conflict with local communities concerning the use of land or other natural resources, the parties shall through negotiation ensure respect for individual and collective rights to land and other resources based on common custom or tradition, including in cases where such rights have not been formally registered.
- Production and the extraction of raw materials for manufacturing shall not contribute to the destruction of the resource and income base for marginalized population groups, for example by laying claim to large land areas or other natural resources upon which such population groups depend.

BUSINESS INTEGRITY & ETHICS

Mousetrapper AB has a strict approach and policy with regards to business integrity and ethics. There is a zero tolerance with regards to bribes and any other form of corruption.

This is a responsibility which extends beyond the scope of Mousetrapper AB and its associates. Competition on equal and ethical terms is essential to well-functioning economies, institutions and societies. Societal trust is essential to the sustainable development of organisations and society as a whole. Therefore, no activity conducted by Mousetrapper AB or its associates may improperly restrict efficient competition.

Mousetrapper AB does not accept any attempt of improper influence on the part of current or prospective associates or stakeholders. No representative may be target of inappropriate influence or influence on the decisions of others which may be regarded as bribery or corruption. This includes any conflict of interest resulting from personal financial gain, relation, friendship or relevant aspect. Any such concerns must be reported on to manager in an immediate fashion.

Bribery and Corruption

- The supplier shall establish and follow an anti-bribery / anti-corruption policy in all of their business activities.
- Employees (including managers) shall not directly or indirectly offer, promise, demand, require or accept illegal or unlawful monetary gifts or other forms of compensation in order to gain commercial advantages or benefits except from gifts or benefits of insignificant values. This also includes invitations, travels or participation in events with suppliers or business connections without approval of a manager.

Information

- The supplier shall demonstrate transparency and always be able to uncover the supply chain as far as possible. Misleading or false information is not accepted.
- Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer and supplier information is to be safeguarded.
- Participants are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Participants are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

ENVIRONMENT

Mousetrapper AB works continuously in order to remove its systematic negative impact on the environment with regards to our products life-cycle. Implying that environmental responsibility is integrated part of our daily activities, minimizing resource use, energy consumption and waste. We are committed to develop products characterised by functionality, quality, longevity, simplicity, restore- and recyclability and recognise the need to actively communicate and promote this ambition amongst our associates and stakeholders.

Communication and collaboration is essential in order to eliminate our negative impact on the environment. Therefore, we must pursue a systematic and transparent socio-ecological approach to environmental management which is continuously evaluated and improved. The unceasing contribution of all relevant stakeholders is essential in order to achieve operations that transpire within the planetary boundaries and contribute to sustainable development. The following assertions shall be seen as minimum requirements.

- National and International Environmental Legislation and Regulations
- Production and services shall not conflict with national or international environmental legislation and regulations.
- Necessary emission and discharge permits shall be obtained where required.
- Procedures and standards for waste management; for handling and disposal of chemicals and other dangerous materials; and for emissions and effluent treatment shall be established and must meet or exceed minimum legal requirements.
- Environmental aspects shall be taken into consideration throughout the production and distribution chain, from the production of raw materials to the sale of end-user products and shall not be limited to the supplier's own operations and sub-suppliers. As far as possible, local, regional and global environmental issues shall be taken into account.

Responsible Sourcing of Minerals

- Participants shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Participants shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request. (also see Mousetrapper AB Conflict Minerals Policy Statement)

RESPONSIBILITY & COMPLIANCE

The CEO of Mousetrapper AB has the ultimate responsibility for the implementation and compliance by all employees and associates of the CoC. Furthermore, the CEO also holds the ultimate responsibility of ensuring consistent review and revision of the CoC. The continuous effort in executing and monitoring compliance with the CoC is the responsibility of all.

Mousetrapper AB's current and future sustainable development is dependent on employee commitment towards realising company vision and goals in line with the CoC. Thus, it is of great importance that all employees be familiar with, knowledgeable of and in compliance with the CoC.

Sound judgment together with consistent communication and consideration of the CoC in all day-to-day activities is expected from all concerned parties.

Trust and cooperation

- Mousetrapper AB expects all suppliers to respect the Code of Conduct and to do all in their power to achieve our standard.
- The supplier shall map out the supply chain and manage an assessment of where risks of violating any of the above mentioned fundamental principles occur and take relevant actions for remediation. This assessment shall be continuously updated.
- We do understand that some non-compliances take time to correct, since the underlying causes may prevail as parts of the local community. We believe in cooperation and are willing to collaborate with our stakeholders to find realistic solutions in every individual case.

Inspections

- Mousetrapper AB works with audits and other means of following up. We reserve the right to conduct unannounced visits at any time to any of the associates that work directly with us. We also reserve the right to appoint independent third parties (for example Non-Governmental Organisations or Consultant Firms) to conduct inspections to ensure compliance with our Code of Conduct.

Lack of Compliance

We do not accept the following from our associates:

- Presenting false information verbally or in writing

- Offering or accepting bribes or being guilty of other forms of corruption
- Not correcting non-compliances within the agreed time frame without a reasonable explanation
- In other ways showing that they do not share our view of sustainable business, and thereby not respecting Mousetrapper AB's CoC.

The above cases are all sufficient reasons for terminating the business relationship with our suppliers.

REPORTING OF VIOLATIONS

All reporting of violations of the CoC should if possible be made anonymous. This as to minimize the risk of employees or other stakeholders in abstaining from or delaying any report of direct or suspected violations of the CoC. This refers to all stakeholders and associates.

Depending on the nature of the issue, and if it not necessitating anonymity, violations should be reported to several diverse organisational functions such as HR, Legal and Manager.

| CHECKLIST

Ask and take the following questions into consideration;

- What are the possible implications of my action or failure to act?
- Will my action or failure to act produce confidence in Mousetrapper AB?
- Is my action or failure to act lawful?
- Is my action or failure to act consistent with the spirit of the CoC?
- Might my action or failure to act be affected by personal interests or any other conflict of interest?
- Will my action or failure to act stand up to stakeholder scrutiny?
- Will my action or failure to act protect Mousetrapper AB 's reputation as an organisation that strives to maintain strict business ethics?