

OFFICE DEPOT SVENSKA AB
CODE OF CONDUCT

1. Introduction

Office Depot believes in and acts accordingly in terms of social responsibility. An important aspect of social responsibility is the working environment of the employees involved in the production of the products and services sold by Office Depot. The objective of Office Depot is to develop an effective partnership with our suppliers to ensure decent working conditions for all involved in the production of the products and services sold by Office Depot.

Office Depot respects all internationally recognized human rights, including the UN Universal Declaration of Human Rights and the UN International Covenants on Civil and Political Rights and Economic, Social and Cultural Rights, as well as the ILO Declaration on Fundamental Principles and rights in working life, which deal with freedom of association and collective bargaining, forced labor, child labor and non-discrimination.

Office Depot's CoC defines certain principles that Office Depot expects its suppliers to follow. All Office Depot suppliers must continuously work to ensure that the production of their products and services takes place in accordance with Office Depot's CoC. The Supplier must ensure that its subcontractors comply with Office Depot's CoC. Contract employees, day-to-day employees and temporary workers of the Supplier and its subcontractors must all be included in the work subject to Office Depot's CoC.¹

If the Supplier violates Office Depot's CoC or does not provide sufficient documentation for compliance with the CoC, Office Depot shall require the Supplier develop and implement a plan to deliver and maintain improvements including a schedule for the improvement process. The inability to improve the conditions and realise noticeable improvements leads to considerations from Office Depot as to whether to terminate its business relationship with the Supplier.

As a general rule, the Supplier and its subcontractors must comply with the laws of their respective nations. When a relevant national law and one of Office Depot's principles as defined in the Office Depot CoC address the same issue, the stricter of the two should apply.

If there is any contradiction between a relevant national law and one of Office Depot's principles as defined in the Code of Conduct, the Supplier shall inform Office Depot and provide relevant information about the contradiction.

2. Code of Conduct - Principles

2.1. Right to freedom of association and collective bargaining

The Supplier shall;

- (a) respect the right of employees to form unions in a free and democratic manner;
- (b) not discriminate against employees due to union membership
- (c) respect the right of employees to negotiate collectively

The Supplier shall not prevent representatives of employees from having access to employees at the workplace or from interacting with them. For operations in countries where trade unions are illegal or where free and democratic union activities are not permitted, the Supplier shall respect this principle by allowing employees to freely choose their own representatives with which the company may have dialogue regarding workplace issues.

¹ In some cases, political or cultural circumstances may make it difficult to follow one or more of Office Depot's principles or communication with all subcontractors. In such cases, one must choose an alternative approach.

2.2. No discrimination

The Supplier shall not discriminate, exclude or have a particular preference for persons based on gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, union membership or other legitimate organisations with political affiliation or opinions, sexual orientation, family responsibilities, marital status, illnesses or other conditions that may give rise to discrimination. Employees may not be harassed or disciplined based on any of the above grounds.

2.3. Fair compensation

The Supplier complies with this principle when it respects the rights of employees to fair compensation which is sufficient to provide them with decent accommodation for themselves and their families, as well as the social benefits legally granted without it affecting the specific expectations listed below.

The Supplier shall at least comply with salaries set by the government, minimum wages or industry standards approved under collective agreements, whichever is higher.

The salary is to be paid on a regular basis and in legal tender. Partial payment in the form of compensation "in kind" is accepted in accordance with ILO specifications. The level of pay is to reflect the skills and education of employees and should refer to regular labour. Deductions will only be made under the terms, and to the extent, prescribed by law or by collective agreement.

2.4. Decent working hours

The Supplier follows this principle by ensuring that employees do not need to work more than 48 regular hours per week without affecting the specific expectations listed below. Office Depot, however, acknowledges the exceptions specified by ILO. Applicable national laws, industrial benchmarks or collective agreements should be interpreted within the framework of the ILO International Framework. In exceptional cases as defined by ILO, the limit of working hours prescribed above may be exceeded, in which case overtime is stated.

Overtime is intended to be exceptional, voluntary, and paid at a level of not less than one and a quarter times the normal salary and should not represent a significantly higher probability of occupational risk. In addition, the Supplier shall give their employees the right to have rests during each working day and the right to at least one day's rest per week, granting no exceptions are stated in collective agreements.

2.5. Workplace health and safety

The Supplier follows this principle by respecting the right to a healthy working environment and living conditions for employees and local communities, without it being affected by the specific expectations listed below. Persons with disabilities or impaired working ability - but not limited to - young workers, mothers of new-borns and pregnant women shall receive special protection. The Supplier must comply with occupational hygiene and safety regulations or international standards where national legislation is weak or poorly applied. The active cooperation between management and employees and/or their representatives is crucial for developing and implementing systems to ensure a safe and healthy working environment. This can be achieved through the establishment of a work and safety committee. The Supplier shall ensure

that there are systems for detecting, assessing, avoiding and responding to potential threats to the health and safety of workers. The Supplier shall take effective measures to prevent workers from having accidents, sustaining injuries or contracting diseases arising from work. These measures should aim to minimise the causes of dangers to as reasonable an extent possible in the workplace. The Supplier shall, to as great an extent possible, insure workers to see to it that they are protected to a maximum in the event of an accident. The Supplier shall take all appropriate measures within their area of influence to ensure the stability and safety of the equipment and buildings it uses, including housing facilities for workers when provided by the employer as well as to protect against predictable emergencies. The Supplier shall respect the right of employees to leave the premises in case of imminent danger without seeking permission. The Supplier shall ensure access to adequate occupational health care and assistance in similar care establishments. The Supplier shall ensure access to drinking water, safe and clean food and rest areas as well as clean and secure cooking areas and the possibility of storing food in a clean and safe manner. In addition, the Supplier must always provide personal protective equipment (PPE) to all workers.

2.6. No child labour

The Supplier complies with this principle by not directly or indirectly using children under the minimum age of undergraduate education by law, which may not be less than 15 years, unless exceptions recognised by ILO apply. The Supplier must establish a secure age identification process as part of the recruitment process, which in no way is degrading or disrespectful to the potential employee. This principle aims at protecting children from any form of exploitation. Particular attention should be paid to terminating the employment of child workers if any are found to not be of appropriate age to work, as they may enter into a more dangerous employment, such as prostitution or drug trafficking.

When removing children from the workplace, suppliers should proactively identify measures to protect the affected children. Where appropriate, the Supplier shall exercise the opportunity to provide decent work for adult household members in the affected child's family.

2.7. Special protection for young workers

The Supplier follows this principle by ensuring that young people do not work at night and that they are protected from working conditions that harm their health, safety, morale and development, without affecting the specific expectations stated in this principle. When young workers are employed, the Supplier shall ensure that: (a) the work does not harm health or development; and (b) the working hours do not affect school work or participation in school work.

The Supplier shall establish the necessary procedures to prevent, identify and alleviate injury to young workers. With particular attention to the fact that young workers shall have access to effective anti-abuse mechanisms and work programmes for occupational health and safety.

2.8. No insecure employment

The Supplier complies with this principle, it affecting the specific expectations stated in these principles, by:

(a) ensuring that the employment relationship does not cause insecurity and social or financial insecurity for their employee and

(b) seeing to it that an established and documented employment relationship has been established in accordance with national law, practice or standard and international labour standards, which provides greater security.

Before employment begins, the Supplier shall provide understandable information about the employee's rights, responsibilities and employment terms, including working hours, compensation and payment terms.

The Supplier should strive to provide decent working conditions that also support workers, both women and men, in their roles as parents or carers, especially with regard to migrant workers and seasonal workers whose children may be left at home.

The Supplier may not use employment contracts in a manner that deliberately does not comply with the actual purpose of laws. This includes - but is not limited to:

- a) Apprenticeship system where there is no skill honed or where regular employment is not offered,
- b) seasonal work or emergency preparedness when it involves insecurity for the employee
- c) labour contracts.

Furthermore, the use of subcontractors may not create insecurity for the employee.

2.9. No forced labour

The Supplier may not participate in any form of slavery, forced labour, slave work, trafficking or non-voluntary labour. The Supplier risks prosecution if it benefits from such forms of labour from its suppliers. The Supplier shall take particular care when they directly and indirectly engage and recruit migrant workers. The Supplier shall allow their employees to resign and freely terminate their employment provided that the employees give the employer a reasonable notice. The Supplier shall ensure that the employee is not subject to inhuman or degrading treatment, bodily punishment, psychological or physical coercion and/or verbal abuse. All disciplinary procedures must be established in writing and explained verbally to the employee in clear and comprehensible terms.

2.10. Protection of the environment

The Supplier complies with this principle by taking the necessary measures to avoid environmental damage, without it affecting the specific expectations stated in these principles. The Supplier shall assess the significant environmental impact of operations and establish effective policies and procedures that reflect its environmental responsibility. The Supplier shall take appropriate measures to prevent or minimise adverse effects on society, natural resources and the overall environment.

2.11. Ethical business behaviour

The Supplier complies with this principle by, without it affecting the goals and expectations stated in these principles, not being involved in any act of corruption, extortion or confiscation or in any form of bribery - including but not limited to - not offering, giving or accepting any misappropriated funds or other incentives.

The Supplier is expected to provide accurate information about its operations, structure and ability, and should disclose these in accordance with applicable rules and industry benchmarking practices. The Supplier should neither participate in the forgery of such information nor participate in any improper occurrence in the supply chain. In addition, the Supplier shall gather, use and process personal data (including data from employees, suppliers, customers and consumers within their realm of influence) with reasonable care. Gathering, usage and

other processing of personal information shall comply with laws relating to privacy and information security and regulatory needs.

2.12. Review requirements for suppliers in risk countries

Office Depot Svenska AB or an Office Depot appointed auditor, and as well as a customer of Office Depot, or an auditor appointed by a customer to Office Depot reserves the right to carry out audits at the Supplier through site visits to verify that requirements regarding the working environment of employees participating in the production of the products and services sold by Office Depot are complied with. An audit at a supplier is announced in advance. In the event that it is found that the Supplier is breaking Office Depot's CoC, the Supplier is required to develop and implement a plan to deliver and maintain improvements, including the schedule for the improvement process. The inability to improve the conditions and realise noticeable improvements leads to considerations from Office Depot as to whether to terminate its business relationship with the Supplier.

2.13. Reporting and verification

Upon Office Depot's request, the Supplier must provide documentation that it complies with the Office Depot Code of Conduct. This includes documentation pertaining to:

- (a) how the Supplier takes steps to ensure their own adaptation to the Code of Conduct and
- (b) the Supplier's measures to ensure the Code of Conduct's adaptation throughout the supply chain all the way to primary production.

For inspection and verification purposes, the Supplier shall always allow Office Depot or those authorised by Office Depot to independently have access to its facilities and to any relevant registry, regardless of whether notice is given in advance.

Confirmation of Code of Conduct

Date and place: _____

Supplier name: _____

Signature: _____

Position of signer: _____