SUPPLIER

Code of Conduct



louis poulsen

CONTENTS

1 \ Introduction	3
2 \ Louis Poulsen's purpose and principles	3
3 \ Human rights and labour rights	4
4 \ Environmental responsibility	5
5 \ Disclosure and confidentiality	5
6 \ Commercial and professional ethics	6
7 \ Implementing rules	8
Supplier's commitment	10

1. Introduction

Established in 1874, Louis Poulsen has built a design tradition centred on shaping light and the way it is experienced. Rooted in Danish design heritage, each piece is developed with a careful balance of function, form and atmosphere, where light is considered as essential as the object itself.

To support it mission, Louis Poulsen has drawn up and developed a Code of Ethics and a Sustainability Policy encompassing the fundamental values, principles, and policies that Louis Poulsen expects to guide, to the extent applicable, the activities of all those associated with it.

This Supplier Code of Conduct, addressed to and signed by each of Louis Poulsen's suppliers, complements these measures, formalizing the values and principles with which Louis Poulsen expects each of its suppliers to comply. **The provisions of this Supplier Code of Conduct are in addition to those contained in the Code of Ethics, any contracts or legal agreements, including general conditions of purchase, between suppliers and Louis Poulsen, and do not replace them.**

In case of non-signature or non-compliance with the provisions set forth in this Supplier Code of Conduct, Louis Poulsen shall take adequate action pursuant to Chapter 7 below.

The Supplier Code of Conduct has been approved by the board of directors of Louis Poulsen A/S on November 28, 2022, and it was last updated on June 30, 2026.

2. Louis Poulsen's principles

At Louis Poulsen, we expect each of our suppliers to act in compliance with the following principles:

A. Legality

Any activity carried out by Louis Poulsen and its representatives must be based on honesty, good faith and absolute compliance with the applicable laws and regulations, International Labour Organization and United Nations Conventions, and any other relevant statutory requirements. Relationships with public authorities and officials shall be handled with utmost diligence and cooperation.

B. Transparency

Anyone working on behalf of Louis Poulsen undertakes to provide to its stakeholders truthful, material, and accurate information, bearing in mind that it is essential to keep the

solid trust that third parties place in our reliability, while preserving business confidentiality. Information shared with the public shall always be based on reliable sources and, to the extent possible, verifiable criteria.

Transparency also inspires our everyday operations and the way we approach public authorities, our competitors and our customers.

C. Accountability

We and each of our representatives strongly believe in the great responsibility that comes with our mission.

We investigate and take into account both the positive and the adverse effects, internal and external, of our own activity and of those associated with us, and stand accountable for them. We also exercise our influence over our partners to help them meet our standards.

Moreover, we identify and respect the proper allocation of tasks and responsibility in accordance with our internal policies and procedures as a way to guarantee due diligence and compliance.

3. Human rights and labour rights

Louis Poulsen expects all our suppliers to manage adverse impacts on internationally recognised human rights, including labour rights, as stated in the International Bill of Human Rights, the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work, and the internationally recognised standards, such as the applicable ILO Conventions and Recommendations.

In this regard, our suppliers are required to comply with the specific provisions on child labour, forced labour, illegal, clandestine, or undeclared work, working time and conditions, workers' dignity, equal pay, discrimination, and harassment set forth by the International Bill of Human Rights, the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work, and the internationally recognised standards, such as the applicable ILO Conventions and Recommendation. Adherence to human rights and labour rights is set forth also by the applicable general conditions of purchase regulating the relationship between Louis Poulsen and their respective suppliers.

4. Environmental responsibility

Louis Poulsen expects all our suppliers to assess, address in decision-making, and establish adequate management systems in order to avoid or mitigate the foreseeable environmental, health, and safety-related impacts associated with their processes, goods, and services over their full life cycle.

In this regard, our suppliers are required to comply with the applicable laws and regulations and internationally recognised standards on environmental performance, traceability, raw materials and chemicals, air quality, emissions and pollution, waste production and management, and biodiversity protection, as set out also in the applicable general conditions of purchase that regulate their relationship with Louis Poulsen.

Disclosure and confidentiality

4.1 Transparency

Louis Poulsen requires our suppliers to take reasonable steps to guarantee product traceability by providing precise information, particularly regarding the methods used and the resources deployed, and by maintaining sufficient record to prove compliance with this Supplier Code of Conduct, Louis Poulsen's Code of Ethics, and any other applicable policies, procedures, or contractual undertakings.

Suppliers shall timely notify to Louis Poulsen any case of non-compliance with the provisions set forth under this Supplier Code of Conduct or any other contract or agreement in place.

4.2 Personal data

Louis Poulsen requires our suppliers to respect the value and the rights connected to the personal data of our employees, customers, and business partners, and to strictly comply with the laws and regulations applicable to the protection of personal data.

In particular, when processing personal data on behalf of Louis Poulsen as provided for under the relevant written agreement between each supplier and Louis Poulsen, we expect our suppliers not to engage any processor without prior consent of Louis Poulsen and to process the personal data only on documented instructions as to the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects.

Suppliers shall implement appropriate technical and organisational measures to ensure an appropriate level of security of processing and assist Louis Poulsen, insofar as possible, in fulfilling their obligations under the laws and regulations applicable to the protection of personal data and of data subjects' rights.

4.3 Intellectual property

Our suppliers shall strictly comply with the national laws and international treaties in force concerning intellectual property and respect the intellectual property rights of Louis Poulsen and of third parties, also pursuant to the relevant contractual agreements with Louis Poulsen. Our suppliers shall not share and/or produce for other individuals or legal entities design of Louis Poulsen.

Louis Poulsen retain the exclusive ownership of any IP rights and IP information they could made available to the suppliers. The Supplier will may use them only in the context and within the limits of the relationship with Louis Poulsen, being excluded any transmission to third parties or reproduction at any title without the prior written authorization of Louis Poulsen.

Each of our suppliers undertakes to hold Louis Poulsen fully indemnified and harmless from any and all prejudicial consequences, costs, damages may arise to them or may be claimed against them as a result of non-compliance with these provisions by the suppliers.

If our Suppliers do not comply with these provisions, Louis Poulsen shall be entitled to immediately terminate the relevant supply relationship.

4.4 Public statements & confidentiality

Our suppliers undertake to guarantee the confidentiality of all non-public information and communicated trade secrets encountered within the framework of their business relationship with Louis Poulsen.

Statements by any of our suppliers shall never appear attributable to Louis Poulsen.

5. Commercial and professional ethics

5.1 Corruption

Louis Poulsen applies a zero-tolerance policy with regard to corruption and influence peddling and implements a set of measures designed to prevent, identify, and sanction the commitment of acts of corruption or influence peddling in the conduct of its own activities and of those associated with Louis Poulsen, including suppliers.

Corruption is any payment of bribes or any other thing of value, even between private parties, either offered, promised, given, or demanded, directly or through agents or third parties, to obtain or retain business or other improper advantage.

Louis Poulsen expects all our suppliers to comply with the relevant provisions contained in the Code of Ethics and any applicable laws on corruption, and establish a system to prevent, identify, and sanction all acts of corruption and influence peddling. Suppliers shall immediately inform Louis Poulsen of any event contrary to the foregoing (including mere requests for remuneration, commission, benefit in kind or other gratuity).

5.2 Conflicts of interest

Our suppliers shall avoid any situation that may involve a conflict of interest in the course of their work with Louis Poulsen, and shall comply with the applicable legal framework on conflicts of interest.

When a potential conflict of interest should arise, suppliers shall immediately inform Louis Poulsen.

5.3 Competition

Our suppliers undertake to exercise fair and healthy competition and to comply with the applicable antitrust laws and regulations. It is prohibited to take part in any form of collusion, restrictive practice, and abuse of a dominant position or economic dependence, or to take part in illegal or unreported merger transactions according to the applicable laws and regulations.

5.4 Money laundering, trade restrictions and sanctions

Louis Poulsen expects all our suppliers to take adequate measures to combat money laundering, both at the international level and according to the national legislation of the countries in which they operate.

Louis Poulsen expects all our suppliers to abide by all economic sanctions or trade embargoes and restrictions that the European Union and the United States have adopted towards foreign countries, political organizations, or particular foreign individuals and entities.

Our suppliers must not directly or indirectly engage in, or support any, terrorist activity, nor act or provide any materials or services, directly or indirectly, for or on the behalf of any country, person or entity that appears on the Specially Designated Nationals and Blocked Persons List, as maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury or is otherwise subject to OFAC sanctions. Neither our suppliers nor any of their affiliates, nor any officer or director of our suppliers or any of

their affiliates, should be included on any lists of terrorists or terrorist organizations compiled by the European Union or the United States government or any other national or international body.

5.5 Conflict materials

Louis Poulsen expects all our suppliers importing natural mineral resources from conflict-affected or high-risk areas to comply with the applicable supply chain due diligence and disclosure obligations set forth under, among others, Regulation (EU) No. 2017/821 and Section 1502 of U.S. Dodd Frank Act, and pursuant to the applicable international recognized standard and guidelines, such as the OECD Due Diligence Guidance on responsible mineral supply chains, as set out also in the applicable general conditions of purchase regulating their relationship with Louis Poulsen.

5.6 Compliance with customs regulations

Louis Poulsen expects all our suppliers to comply with applicable customs and export control regulations.

6. Implementing rules

6.1 Due diligence & audits

Louis Poulsen expects our suppliers to commit to implement the provisions of this Supplier Code of Conduct, be able to report on the stage of its implementation, and willingly collaborate with Louis Poulsen in replying to any request for information and/or in developing a collaborative system of compliance.

To this end, suppliers shall take reasonable steps in order to identify potential adverse impacts deriving from their own operations or services, and to ensure compliance with this Supplier Code of Conduct, Code of Ethics, and any other relevant policies, procedures, or contractual undertakings, in particular with regard to human rights and labour rights, environmental responsibility, product traceability and product regulation compliance, anti-corruption and anti-money laundering measures, and conflict materials and customs regulations compliance.

Suppliers authorise Louis Poulsen to conduct due diligence activities and research and/or on-site audits on them in order to verify compliance with the commitments and obligations arising under this Supplier Code of Conduct, Code of Ethics, and any other relevant policies, procedures, or contractual undertakings, also pursuant to any provisions set forth from time to time by the relevant general conditions of purchase or any other applicable contractual agreements. In this respect, suppliers undertake to collaborate with Louis

Poulsen, and/or any appointed third-party auditor and to promptly provide them with all requested material information.

Substantial failure to collaborate with Louis Poulsen, and/or third-party auditors or to provide requested material information shall constitute non-compliance with the provisions of this Supplier Code of Conduct.

6.2 Non-compliance

All events of non-compliance with the provisions set forth under this Supplier Code of Conduct shall be promptly notified to Louis Poulsen, together with any information concerning the corrective and mitigating measures undertaken in order to deal with such non-compliances and their potential negative effects on the environment, on human rights, on the market, and/or on social or working conditions[1].

Depending on the nature and relevance of the infringement, and also pursuant to any specific provisions set forth under the relevant general conditions of purchase, Louis Poulsen may set a fixed time for the relevant supplier to implement corrective measures, engage in a constructive dialogue with the supplier in order to develop and implement action plans, and/or take corrective and protective measures, including significant reduction in commercial relations with the relevant supplier, without prejudice to the right of Louis Poulsen to terminate the business relationship with the supplier immediately.

In the event of repeated and serious breaches of the provisions of this Supplier Code of Conduct or of failure to implement the requested or recommended corrective measures, Louis Poulsen reserve the right to cease business relationships with the relevant suppliers and cancel any order or delivery in progress, and the right to request compensatory damages for breach of contract and for any economic and/or reputational loss incurred.

[1] To this end, Louis Poulsen has adopted and implemented a Whistleblowing policy addressed to employees and board members and to all those, although external to Louis Poulsen, directly or indirectly operating on its behalf, such as agents, distributors, suppliers, and business partners, in order to allow such subjects to report violations of Louis Poulsen's policies and procedures, including this Supplier Code of Conduct.

Supplier’s commitment

Supplier’s name _____

Place _____, Date _____,

Name of the supplier’s representative _____,

Title _____

Signature _____

Company Stamp