



## Vendor Code of Conduct

*Updated February 21, 2020*

### PREFACE.

This Vendor Code of Conduct sets forth the commitment of Asmodee North America, Inc. (“Asmodee”) to do business only with those manufacturers, vendors and suppliers, including third party publishers and their manufacturers (“Vendors”), who share our commitment to fair and safe labor practices, safety testing and ethical business principles. While Asmodee recognizes that there are different cultural and legal environments in which its Vendors may operate throughout the world, this Code of Conduct sets forth the basic minimum requirements Vendors must meet to do business with Asmodee.

All Vendors and their agent(s) and subcontractor(s) (collectively, “Vendors”) must operate in full compliance with all applicable local and national laws, rules, regulations pertaining to all aspects of operations. We require all Vendors abide by the following standards:

### 1. EMPLOYMENT PRACTICES.

1.1 Forced Labor. There shall be no use of forced labor, whether in the form of prison labor, indentured labor, bonded labor, involuntary labor or other otherwise.

1.2 Child Labor. Use of child labor is strictly prohibited. No person shall be employed at an age younger than fifteen (15) (or 14 where governing law permits such employment), or younger than the age for completing compulsory education if the age of the country of manufacture is higher than 15.

1.3 Nondiscrimination. Workers should be employed and compensated based upon their ability to perform their job, rather than on the basis of gender, age, race, disability, sexual orientation, religious or cultural beliefs or similar factors.

1.4 Health and Safety. Vendors shall provide a safe and sanitary working environment that complies with local laws and minimizes preventable work-related accidents and injuries. If Vendors provide residential facilities for their workers, they must be safe and sanitary.

1.5 Harassment or Abuse. Workers should be treated with respect and dignity. Workers shall not be subject to any corporal punishment, or any physical, verbal, sexual, or psychological harassment, or abuse in connection with their employment. Vendors should



not engage in, condone or tolerate that behavior among their workers. Vendors shall not use or permit the use of fines as a disciplinary practice.

1.6 Wages and Benefits. Vendors must provide wages and benefits that meet or exceed local law requirements and are paid/provided in a timely manner. In addition to the compensation for regular hours of work, workers shall be compensated for overtime hours at such premium rates as legally required, or in those countries where such laws do not exist, at least equal to their regular hourly rate.

1.7 Hours. Factories should be working towards achieving a sixty-hour (60-hour) work week on a regular basis. Workers shall not work more than seventy-two (72) hours per six (6) days or work more than a maximum total of fourteen (14) hours per continuous twenty-four (24) hour period and should limit this to peak periods. Workers shall not be asked or required to take work home or off premises and must be permitted reasonable rest periods and one full day off each seven (7) day week.

1.8 Freedom of Association. Workers must be free to join or associate with organizations of their choosing. Workers shall not be subject to intimidation or harassment in the peaceful exercise of their legal right to associate with, join or refrain from joining or associating with an organization or group. Vendors shall not interfere with, obstruct, or prevent legitimate related activities.

1.9 Animal Welfare. We believe in the humane treatment of animals and expect Vendors to engage in practices that promote the welfare of animals. This includes providing an environment that is free from cruelty, abuse and neglect and that is consistent with all applicable laws and industry standards.

1.10 Subcontractors. All subcontractors and subcontractor facilities must be disclosed to Asmodee upon request. With reasonable diligence Vendors will ensure that any subcontractors whose work and/or facilities substantially affects the quality and safety of the products purchased by Asmodee, are in compliance with this Code of Conduct.

1.11 Compliance with Laws. All Employers and their subcontractors must operate in full compliance with all applicable local and national laws, rules, regulations pertaining to all aspects of operations.

## 2. ETHICAL BUSINESS PRACTICES.



2.1 Anti-Corruption. Vendors must acknowledge and understand that Asmodee is subject to laws against anti-bribery practices, including the US Foreign Corrupt Practices Act, the UK Bribery Act and French law on transparency, anti-bribery and modernization of economic life also called “LOI Sapin / Sapin 2 Law” (hereinafter “Anti-Bribery Acts”).

Vendor also understand and acknowledge these laws apply i) regardless of where the activity occurs, and ii) to both Asmodee and its Vendors, first-tier customers, Vendors and agents.

Accordingly, Vendors represent and warrant that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply – in particular but not limited - with the following provisions:

They shall not:

2.1.1 directly or indirectly – including through a third party - offer, pay, promise, authorize or accept the offer or payment of, any undue financial benefit or other advantage whatsoever, or anything of value, to any third party, in order to attempt to obtain or improperly retain a commercial advantage or a business (such as obtaining public or private contract, a regulatory authorization); or

2.1.2 induce a third party to perform any function or activity improperly, or to provide a reward for doing so; or

2.1.3 require a bribe, whether or not associated with a threat if the request denied; or

2.1.4 offer or solicit an undue advantage in order to exert an improper, real or perceived influence to obtain from an official an undue advantage for the original instigator of the act or for any other person; or

2.1.5 directly or indirectly influencing any act or decision of an official, employee or candidate for public office, entity controlled by a government or political party (such as facilitating proceedings with tax authorities, customs, judicial and legislative procedures).

2.2 Vendors shall:



2.2.1 maintain in place throughout the term of the business relationship its own policies and procedures, including adequate procedures to ensure compliance and will enforce them where appropriate;

2.2.2 promptly report to Asmodee any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this Agreement; and

2.2.3 immediately notify Asmodee if a state actor or public official becomes an officer or employee or acquires a direct or indirect interest in them or in one of its subcontractors.

2.3 If Vendors make donations to government, governmental organization, political parties or non-governmental organization, Vendors shall ensure that no such donations are attributable to Asmodee and that no such donations are made to facilitate the execution of the Agreement or otherwise procure any facility to Asmodee.

2.4 If Vendors become aware of any investigation against them or against their subcontractor(s) or a person acting in their name, relating to any act of bribery or corruption, Vendors shall notify Asmodee of such investigation immediately.

2.5 Vendors shall, upon request of Asmodee, make their managers reasonably available to complete any training regarding bribery laws and gift policies.

2.6 Asmodee (or its auditors or representatives) may at any time audit the Vendors compliance with this Section 2 and the Vendors shall cooperate fully with any audit, and/or investigation of suspected violations.

2.7 Vendor shall honestly and accurately record and report all information and comply with all applicable laws regarding their completion and accuracy.

### 3. COMPETITION.

Vendors must comply with the competition laws in force in each country of production as well as in the countries where Asmodee sells its products Vendors must not, during the course of their business, impair the forces of competition, either directly or indirectly, in particular by means of agreements on selling prices of goods to the public or general terms of purchase and sale, by boycott or abuse of a dominant position on the market. Vendors may disclose the recommended prices for their products but Asmodee is permitted in all circumstances to unilaterally set the prices of the products it sells.



#### 4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

Suppliers will ensure Asmodee's information is not revealed, sent or used by them other than for the commercial relations with Asmodee and also after the end of such relations. Vendors must respect and protect Asmodee's intellectual property rights.

#### 5. LICENSES AND PERMITTING.

Vendors must acquire and maintain all legally required environmental permits and business operating licenses necessary for the production of their products and operation of their facilities. We will not tolerate Vendors operating without valid, current permits and licenses.

#### 6. ENVIRONMENT.

Vendors must comply with all applicable local, national and international standards, rules, regulations and laws including but not limited to all laws related to waste disposal, air emissions, discharges, toxic substances, hazardous waste disposal, and environmental permits. Vendors agree to adopt a precautionary principle. Vendors should detect, identify and assess potential environmental risks and take any appropriate measures to reduce or eliminate such risks. In their innovation process Vendors should undertake to encourage the development of products with the lowest possible environmental impact over their life-cycle.

We encourage Vendors to reduce excess packaging and to use non-toxic, environmentally friendly materials whenever possible. Vendors are responsible for complying with all applicable government laws and regulations, international standards, rules, U.S. regulations prohibiting the use of ozone depleting chemicals and the International Endangered Species Act of 1973. Our Vendors are responsible for continuing compliance with international, national and local environmental laws, including any modifications or amendments.

#### 7. COMPLIANCE AND AUDITING.



Vendors must communicate these terms to their factories, supervisors, workers and subcontractors. Vendors, in accordance to Asmodee's social compliance policy may be required to undergo periodic social auditing of factories and/or sub-factories by an authorized and independent third-party auditing body to validate their compliance with these terms. Asmodee reserves the right to audit factories producing its products. These audits may be unannounced and conducted by third parties and/or Asmodee personnel. If Asmodee determines that a particular factory does not comply with these standards, Asmodee may work with the vendor to develop and implement an appropriate corrective action plan. Nonetheless, Asmodee reserves the right to end its relationship with a vendor for an egregious or ongoing violation of our minimum standards.

## 8. COUNTRY EXCEPTIONS AND RESPONSIBLE SOURCING OF MINERALS.

8.1 Vendors will not produce or distribute Asmodee's products in countries under embargo and/or sanctions by the U.S. government.

8.2 Vendors 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 group that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Vendors shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Asmodee upon our request.

## 9. PRODUCT SAFETY.

Asmodee is committed to providing customers with products that are safe. Consistent with this commitment, it is mandatory that all products supplied to or manufactured for Asmodee by our Vendors comply with all applicable federal, state, and local laws and regulations regarding product safety and testing including, but not limited to the following: CPSIA, CONEG, U.S. Customs (C-TPAT) and California Proposition 65 Warranty.

## 10. INSURANCE COVERAGE:

Asmodee requires the following minimum coverage limits from its Vendors:



- General Liability Insurance: limits no less than \$1,000,000 for each occurrence and \$5,000,000 or equivalent value in aggregate, inclusive of coverage for bodily injury and property damage, product liability, advertising liability, and errors and omissions.
- Workers Compensation Insurance: *statutory limits*

General liability and automobile liability minimum limits may be satisfied in combination with 'excess' or 'umbrella' limits. Insurance policies must meet the following requirements:

- The insurance policies are written by an insurance company with a BEST Guide rating of B+VII or better, or if the insurer is not BEST Guide-rated, then by a company acceptable to Asmodee; and
- The insurance policies are primary and not contributory should either insurance be available to Asmodee; and
- The insurance policies provide that no cancellation, reduction or non-renewal of coverage may occur without thirty (30) days prior written notice to Asmodee; and
- The insurance policies contain a waiver of subrogation with respect to the additional insureds.

Annually, each Vendor will provide Asmodee with copies of the certificates of insurance and policy endorsements for all required insurance. Vendor will not do anything to invalidate such insurance coverage.