

Guidelines for suppliers and other business partners

Up to date as of March 2024

1. INTRODUCTION

Norcod (in the following referred to as **Client**) works actively towards having a business practice that sets high ethical standards and that respects people, society and the environment.

We have therefore drawn up guidelines that all our employees and partners must follow.

In addition, we have prepared this policy for our e-mail suppliers and business partners (collectively referred to as **Suppliers**). We expect all Suppliers to work systematically to comply with these standards, and to actively promote the guidelines in their own operations and supply chains.

The Code of Conduct is based on UN and ILO conventions and sets out the minimum standard of business standards we expect from our Suppliers to ensure responsible business practices throughout the supply chain. Suppliers must ensure that their subcontractors and business partners comply with the guidelines, or requirements that correspond to these.

The contracting authority is subject to the Act relating to enterprises' transparency and work on fundamental human rights and decent working conditions (the **Transparency Act**), which, among other things, requires the Client to identify and assess actual and potential negative consequences for fundamental human rights and decent working conditions that the enterprise has either caused or contributed toward, or that are directly linked with the enterprise's operations, products or services via the supply chains or business partners.

The contracting authority therefore works actively with due diligence assessments, and continuously maps the risk of negative impact on people, society, and the environment, in its own operations and in the supply chain. Where our activities cause or contribute to negative impacts on people, society, or the environment, we will follow up on this and seek remediation where required.

The Client expects Suppliers to take the necessary measures to assess, cease, prevent and mitigate negative impacts on fundamental human rights and decent working conditions in line with international human rights guidelines.

2. GUIDELINES FOR BUSINESS PRACTICES – CODE OF CONDUCT

2.1 General

Suppliers are expected to comply with all applicable laws and regulations, including but not limited to the items below, with respect to our business relationships, and to notify the Client if there is any suspicion of breach of or other non-compliance with the standards set out in this document. See section 3 below.

Where national laws and regulations or internal requirements cover the same topic as in these guidelines, the highest standard shall apply.

2.2 Business practices

2.2.1 Bribery and corruption

Suppliers shall comply with the highest standards of business ethics, respect local legislation and not engage in any form of corruption, bribery, fraud, illegal rewards or extortion.

2.2.2 Conflict of interest

The Client expects Suppliers to immediately inform and deal with situations where there is a real, potential or perceived conflict of interest.

2.2.3 Fair competition

Suppliers shall support free and fair competition and shall not enter into, seek to enter into or otherwise participate in agreements, events or activities that would violate applicable competition laws and regulations.

2.2.4 Money laundering

Suppliers shall refrain from all forms of money laundering and the financing of terrorism or other illegal activities and shall take appropriate steps to prevent financial transactions from being used by others to launder money or finance terrorism.

2.2.5 Sanctions

Suppliers shall comply with relevant sanctions.

2.2.6 Privacy

Suppliers shall comply with applicable data protection regulations.

2.3 Human rights and working conditions

2.3.1 Human rights

Suppliers shall respect and support individual and collective human rights affected by their operations. Suppliers shall take appropriate measures to assess, prevent and remediate potential adverse human rights impacts in a manner consistent with international human rights guidelines.

2.3.2 Salary and working hours

Suppliers are expected to give employees fair pay for the work they do, regardless of personal beliefs or individual characteristics. All compensation shall meet the requirements of national minimum wages or collective agreements, regardless of whichever is higher, be reasonable and unambiguous, and always be sufficient to meet basic needs. Suppliers are also expected to comply with applicable laws and regulations regarding working hours and rest periods.

2.3.3 Conditions of employment

Suppliers shall ensure that personnel are provided with a written description of the terms and conditions of employment in a language they understand.

2.3.4 Child or forced labor

No involuntary labor or forced labor shall be used. The use of child labor must comply with internationally recognized standards such as guidelines from UNICEF and ILO, as well as local legislation.

2.3.5 Trade unionism and collective bargaining

Workers shall have the right to join or establish trade unions, and to bargain collectively in accordance with applicable laws and regulations. Employees shall have the right to choose not to join a trade union. Where the right to free organization and/or collective bargaining is restricted by law, the employer shall facilitate and not hinder alternative mechanisms for free and independent organization and negotiation. The employer shall not interfere with, obstruct or oppose trade unionism or collective bargaining.

Trade union representatives shall not be discriminated against or prevented from carrying out their trade union work.

2.3.6 Non-discrimination

The company takes discrimination very seriously. We demand that employees of our Suppliers be treated with respect and dignity and that equal opportunities be based only on personal merit, regardless of race, color, religion, gender (including pregnancy and leave (at birth or adoption), age, nationality, trade union membership, sexual orientation, gender identity, marital status, mental or physical ability. Suppliers must take personal responsibility for creating a fair working environment and comply with all applicable local legislation regarding employment and recruitment discrimination.

2.4 Health, safety and environment

Suppliers shall ensure satisfactory policies and procedures for safeguarding health, safety and environment (**HSE**) in the workplace, as well as routines for maintaining a safe working environment. The business shall be conducted in accordance with all applicable laws and regulations for health, safety and the environment, as well as applicable guidelines and procedures.

Necessary measures shall be taken to prevent and minimize accidents and damage to health resulting from, or related to, conditions at work.

Workers shall have regular and documented training in health and safety.

2.5 Environment and climate

It is assumed that Suppliers conduct their business in accordance with all applicable environmental laws, regulations and permits. Suppliers are expected to seek to keep negative environmental impact to a minimum by continuously developing more climate- and environmentally smart operating methods.

3. WHISTLEBLOWING ROUTINE

Suppliers shall ensure that reporting mechanisms and processes/routines are established to enable employees and, if applicable, affected stakeholders to report concerns, or request information related to the Supplier's business operations.

4. DUTY OF DISCLOSURE

If Suppliers become aware of non-compliance with the Guidelines, or other significant changes in the company's risk assessments related to fundamental human rights, decent working conditions, the environment and anti-corruption, the Client shall be informed immediately.

To ensure that the Client is able to make an assessment of Suppliers in accordance with guidelines and applicable legislation, Suppliers must be able to document how they themselves, and possibly their subcontractor chain and/or business partners, work to comply with the Guidelines. This can be done through follow-up meetings or through Suppliers answering a list of questions from the Client in writing within a specified deadline.

Should the Client request an assessment of any subcontractor's and business partners' compliance with the Guidelines beyond that received from Suppliers, the Client is required to provide the names and contact details of subcontractors and business partners, unless this is not permitted by law, or agreement.

Suppliers shall also respond to any enquiries from the Client relating to the goods or services supplied by Suppliers to the Client, including questions relating to potential or actual negative impacts on fundamental human rights, decent working conditions, the environment and anti-corruption, and how this is handled. Written, understandable and supplementary answers shall be given no later than two weeks after the request has been received from the Client. If national law provides a legal basis for rejecting the information request from the Client, the Supplier shall justify this.

5. CONTROL

Suppliers are expected to be able to demonstrate compliance with the Code. The Client may require documentation to be provided, and shall have the right to carry out on-site inspections of Suppliers and its subcontractors and business partners involved in the delivery to the Client to ensure compliance with these guidelines. Suppliers are expected to cooperate on such inspections. Any inspections shall, as far as possible, be carried out within normal working hours and after prior written notice.

When carrying out such checks, the Client may use its own personnel or external consultants. Suppliers shall provide access to and inform the Client or its consultants of any premises where Suppliers carry out work and provide documents relevant to this Code of Conduct. The information and documentation submitted to the Client or the Client's external consultants will be used to assess compliance with the guidelines and to fulfil the Client's statutory duties and shall not be used for other purposes. Suppliers shall also contribute to the Client or Suppliers being able to carry out corresponding checks at their subcontractors and/or business partners.

6. GOVERNING LAW AND DISPUTE RESOLUTION

The Code of Conduct is governed by Norwegian law. Disputes shall be resolved in the ordinary courts with Oslo District Court as the agreed venue.

7. CONSEQUENCES FOR POLICY VIOLATIONS

In the event of serious or repeated breaches of these guidelines, the Client has the right to terminate existing or future contracts with the Client and/or terminate business relationships or other forms of cooperation without it being considered a breach. However, the Client may instead choose to continue working with Suppliers with a view to making improvements, including remediation of affected parties.