



Supplier Code of Conduct

For Responsible Business Conduct
and Sustainable Supply Chains

Contents

1 General requirements.....	2
2 Labour rights and working conditions.....	2
3. Health and Safety.....	5
4 The Environment.....	6
5 Business Integrity	7
6 Implementation.....	8

01 | **General requirements**

1.1 Introduction

Eqva ASA and its subsidiaries ("the Company" or "Eqva") are committed to conducting business in an ethical, legal, and socially responsible manner, and we hold ourselves to the highest standards in all our operations.

To ensure these standards are maintained throughout our supply chain, we have established "The Supplier Code of Conduct" ("Code"). This Code ensures safe and fair working conditions for all workers, environmentally sustainable operations, and compliance with relevant international conventions. All suppliers of the Company must adhere to the Code, regardless of their legal or cultural environment.

This Code is applicable to both current and prospective suppliers of the Company.

1.2 Relationship with applicable laws

The Supplier must, in addition to the Code's provisions, comply with all national and relevant laws applicable to their operations. If there is a conflict between these laws and the Code's principles, the Supplier must adhere to the highest standard consistent with applicable laws.

1.3 Human rights

The suppliers are expected to support the UN's Universal Declaration of Human rights and ensure that they are not complicit in human rights abuse. More information can be found here: [Intro_Guiding_PrinciplesBusinessHR.pdf](#)

This Code supports compliance with applicable due diligence requirements, including the Norwegian Transparency Act and evolving EU sustainability due diligence regulations.

02 | **Labour rights and working conditions**

2.1 Fundamental labour principles and rights

The Supplier shall respect internationally recognised rights and principles as set out in the International Labour Organization's Core Conventions and Declaration on Fundamental Principles and Rights at Work.

2.2 Freedom of Association and the Right to Collective Bargaining

The Supplier shall recognize and respect the right to freedom of association and the right to collective bargaining of its employees and/or workers ("Worker" or "Workers ") consistent with national laws and regulations.

The Supplier shall effectively inform Workers that they are free to join or not join a Worker's organisation of their choosing consistent with national laws and regulations. Their doing so will not result in any negative consequences to them, or retaliation, from the Supplier. The Supplier shall not interfere with the establishment and operation of such Workers' organisations.

Where the right to freedom of association or to collective bargaining is restricted under national law, the Supplier shall allow Workers to freely select their own representatives.

2.3 Forced Labour

The Supplier shall not employ or use any form of forced, bonded or compulsory labour, and shall strictly prohibit any form of slavery or human trafficking. The Supplier shall always have a written policy in relation to such matters and shall ensure the policy's effective implementation within its organisation. In particular, the Supplier shall establish and implement proper systems to ensure that no form of forced, bonded or compulsory labour, or slavery or human trafficking is employed or used within the Supplier's operations and its supply chain.

All work must be voluntary, and Workers shall be free to leave their employment upon giving reasonable notice.

Workers shall not be required to lodge deposit's identity papers or work permits as a condition of employment.

2.4 Child Labour

The Supplier shall not employ or use child labour in any stage of manufacturing.

The term "child" refers to any person under 15 years of age, unless national laws and regulations stipulate a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. "Child labour" means any work by a child unless it complies with recognised standards such as UNICEF's guidelines, ILO Conventions, and recommendations, as well as national legislation.

The Supplier shall ensure that no child or any other person under the age of 18 performs any hazardous work, or work that is inconsistent with such person's personal development.

In this context, 'hazardous work' means, but is not limited to, work that exposes the child or other person under the age of 18 to physical, psychological or sexual abuse; work underground, underwater, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; work in an unhealthy environment (including exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations potentially damaging to health); work under particularly difficult conditions such as work for long hours or at night or where the child or other person under the age of 18 is unreasonably confined to the premises of the Supplier.

If the Supplier discovers that a child is employed, or use of any child labour, by or on its behalf, the Supplier shall take proper steps to address the situation immediately and the best interests of the child shall be the primary consideration.

To prevent the use of child labour, the Supplier must maintain a written policy specifying the minimum age for workers. The Supplier must establish and implement effective systems to ensure compliance with this Code's prohibition on employing or using child labour.

2.5 Working Hours

The Supplier shall ensure that working hours do not exceed the maximum set by national laws and regulations.

Overtime must be limited and voluntary.

2.6 Non-Discrimination

The Supplier must advocate for equal opportunity and diversity in their workplace, while not engage in or supporting any discrimination.

Discrimination based on race, colour, age, sex, sexual orientation, pregnancy, language, disability, religion, political or other opinion, or social origin shall not occur.

2.7 Degrading Treatment and Anti-Harassment

The Supplier is committed to treating all workers with respect and dignity. The Supplier shall not tolerate any degrading treatment towards Workers, such as mental or sexual harassment, discriminatory gestures, language or physical contact that is sexual, coercive, threatening, abusive or exploitative. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

2.8 Employment Conditions

Workers shall receive a written employment contract that outlines the terms and conditions of their employment in a language that they can understand. This contract must be voluntarily signed by the Worker.

2.9 Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Supplier must not use deductions from wages as a disciplinary measure and must pay workers in a timely manner including a provision of clear and understandable wage statement for each pay period.

03 | **Health and Safety**

The Supplier shall promote the health of its workers and shall provide and maintain a safe and secure working environment in accordance with applicable laws and internationally recognised standards.

3.1 Occupational Safety

The Suppliers shall identify and assess workplace hazards (e.g., chemical, electrical, and other energy sources, fire, vehicles, and fall hazards) and control these through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and training. Where hazards cannot be controlled adequately by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. The Supplier is required to implement its own rules and measures to safeguard the health and safety of pregnant women and nursing mothers.

3.2 Emergency Preparedness

The Supplier shall identify, assess, and be prepared for potential emergency situations by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

3.3 Occupational Injury and Illness

The Supplier shall ensure that procedures and systems are in place to prevent, manage, track, and report occupational injury and illness including provisions to encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

3.4 Physically Demanding Work

The Supplier Workers exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled by the Supplier.

3.5 Sanitation, Food and Housing

The Supplier shall provide Workers with access to clean toilet facilities, water fit for human consumption and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the supplier, or a labor agent must be clean and safe, and provided with appropriate emergency egress, hot water, adequate lighting, heat, and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

04 | **The Environment**

The Supplier has a responsibility to adopt a proactive approach towards environmental and climate challenges. They should ensure that responsible practices for managing environmental impacts are in place and encourage the development and diffusion of environmentally friendly technologies.

4.1 Climate and environmental impact mitigation

All suppliers should minimise adverse impacts on communities, the environment and natural resources while safeguarding public health and safety.

All required environmental permits shall be obtained, maintained and kept valid, and all associated reporting requirements shall be complied with.

Suppliers are encouraged to identify, monitor and reduce greenhouse gas emissions where relevant to their operations and to support the transition towards a low-carbon economy.

4.2 Hazardous substances

Chemical and other materials that pose a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

4.3 Conflict minerals and unsustainable mined minerals

To the extent applicable to the Supplier's operations, the Supplier shall have a written policy and procedure in place to avoid knowingly acquiring conflict minerals or unsustainable mined minerals produced at high environmental and social costs.

4.4 Water

In areas vulnerable to a scarcity of freshwater, suppliers are expected to seek ways to measure and disclose the use of freshwater. Plans should also be established for reducing the use of freshwater in operations.

4.5 Waste

Waste generated from operations, industrial processes and sanitation facilities are to be characterised, monitored, controlled, and treated as required prior to discharge or disposal.

4.6 Biodiversity and Ecosystems

Suppliers should seek to avoid, reduce and where possible mitigate adverse impacts on biodiversity, ecosystems and natural habitats arising from their operations, products and services.

05 | **Business Integrity**

5.1 Anti-corruption

The Supplier shall follow applicable laws and regulations concerning bribery, corruption, and fraud, and all other illegal business activities.

The Supplier shall not offer, give, ask for, accept, or receive any form of bribe, facilitation payment or undue or improper advantage, favour or incentive to/from any public official, international organisation or any other third party (either in private or public sector), whether directly or through an intermediary.

The Suppliers shall not by intent or negligently search to get access to confidential information that may give an undue advantage.

The supplier shall not sponsor political parties or politicians. The supplier must undertake any lobbying activities in compliance with all applicable laws.

5.2 Fair Competition

The Supplier shall always meet competitors in an honest and professional manner. The Supplier shall not cause or be part of any breach of applicable competition laws and regulations, such as illegal cooperation on pricing and illegal market sharing.

5.3 Gifts and business courtesies

The Supplier shall not, directly, or indirectly, offer or give gifts to the Purchaser's employees or representatives or anyone closely related to these, unless the gift is of modest value. Cash or cash equivalents shall not be offered or given.

Hospitality, such as social events, meals or entertainments may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing the Purchaser shall be paid by the Purchaser. Hospitality, expenses, or gifts shall not be offered or given in situations of contract negotiation, bidding, or award.

The Supplier shall not, directly, or indirectly, offer or give any gifts or hospitality to any third party, including public officials, to obtain or retain business or a business advantage for the Purchaser.

5.4 Money laundering and tax obligation

The Supplier shall be firmly opposed to all forms of money laundering and shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources.

The Supplier shall take reasonable steps to prevent and detect any illegal form of payments and prevent its financial transactions from being used by others to launder money.

5.5 Information Security and Cybersecurity

The Supplier shall maintain appropriate information security and cybersecurity measures to protect business information, systems and data against unauthorized access, loss, misuse, disclosure, disruption or cyber threats.

The Supplier shall implement reasonable technical and organizational measures to ensure the confidentiality, integrity and availability of information and shall comply with applicable laws and regulations relating to information security and data protection.

5.6 Sanctions and restricted countries

The Supplier shall take reasonable steps to ensure that no entity or person subject to United Nations, European Union or other applicable sanctions laws and regulations participates in or unlawfully benefits from the Supplier's operations, including its supply chain, and to prevent involvement in any transaction prohibited by applicable sanctions laws and regulations.

The Supplier shall ensure that neither it nor any of its subcontractors, agents, or business partners engage in trade, transactions, or other business activities with individuals, entities, or countries that are subject to sanctions or trade restrictions imposed by the United Nations (UN) or the European Union (EU).

The Supplier is responsible for regularly verifying that its operations and counterparties are not listed on applicable international sanctions lists. Updated information on sanctioned countries and entities can be found on:

- [EU Sanctions Map](#)
- [United Nations Security Council Sanctions](#)

Any breach of this requirement will be considered a material violation of this Code of Conduct and may result in immediate termination of the business relationship.

5.7 Conflict of interest

The suppliers must avoid personal and commercial interests which could conflict with their responsibilities to the Company. All actual or potential conflict of interests must immediately be notified to the Company and all affected party.

06 | Implementation

6.1 Responsibilities

The Supplier should designate an individual in a senior management position to ensure compliance with the Code. Suppliers must conduct their own human rights and environmental due diligence and be prepared to document their processes upon request.

6.2 Audits

The supplier is expected to maintain appropriate records to demonstrate conformance with the requirements of the Supplier Code of Conduct.

In the event of announced or unannounced audits, the Company representatives shall have unlimited access to any part of the premises where work under a contract is performed, as well as books, records, and data in any form to verify compliance with the terms of this Code. This also includes any subcontractors' premises.

6.3 Duty to notify

The supplier shall report immediately to the Company in case of fatalities, serious injury, labour strike, demonstrations, fines/sanctions from labour authorities, forced labour, child labour or any other serious breach of this code of conduct or applicable laws and regulations at the supplier's or sub-supplier's facilities.

In an event as mentioned above, the supplier shall give the Company access to any document which may be relevant to determine whether such a breach has occurred and to assess the situation.

6.4 Duty to act

The Company takes a partnership approach to suppliers to pursue this Code by proactively seeking continuous improvement on the part of suppliers within the areas covered by the Code. If suppliers fail to comply with the Code, the Company's general policy is to first encourage improvement before termination of business relationships.

If a breach of the Code is detected, the supplier shall take all steps that may be necessary and/or reasonably requested by the Company to ensure that the matter is properly handled. Similarly, if potential risk factors are detected through the Company's or the supplier's due diligence, the supplier shall take all steps necessary and/or reasonably requested by the Company to minimize the risk.

6.5 Termination

In the event of a material breach of this Code, or where the supplier fails to comply with its duty to act upon a breach of this Code, the Company have the right to terminate the respective contract with immediate effect. If a contract is terminated on these grounds, the Company shall not be liable to pay any compensation to the supplier for loss or damages relating to the termination.

6.6 Indemnity

The supplier is responsible for any claims, damages, liabilities (including fines or legal fees), losses, penalties, costs resulting from a breach of this Suppliers Code of Conduct.