



Supplier Code of Conduct

Doc. No.: OKEA-LGS-STG-1170

Document Information

Business Unit: Legal
Functional Area: Legal Services
Main Discipline: N/A
Originator: Marit Moen Vik-Langlie

Document Type: Strategy
Revision Date: 2025-03-28
Revision Number: 2.0
Approver: Svein J. Liknes

Content

1	INTRODUCTION.....	3
1.1	OBJECTIVE	3
1.2	ROLES AND RESPONSIBILITY	3
2	HUMAN RIGHTS AND DECENT WORKING CONDITIONS.....	4
2.1	RESPECT AND SUPPORT OF HUMAN RIGHTS.....	4
2.2	REASONABLE WORKING HOURS.....	4
2.3	PREVENTING CHILD LABOUR	4
2.4	PREVENTING MODERN SLAVERY	4
2.5	FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING	4
2.6	DECENT EMPLOYMENT CONDITIONS.....	4
2.7	LOCAL COMMUNITIES.....	5
2.8	CONFLICT MINERALS.....	5
2.9	WHISTLEBLOWING ROUTINE.....	5
3	DUE DILIGENCE	6
4	MANAGEMENT SYSTEMS.....	7
5	NON-COMPLIANCE	8
6	REVISION HISTORY	9
7	ABBREVIATIONS AND REFERENCES.....	10
7.1	ABBREVIATIONS.....	10
7.2	REFERENCES.....	10

1 Introduction

1.1 Objective

OKEA ASA (“**OKEA**” or the “**Company**”) strives to conduct business in a responsible manner, based on the duty to respect human rights, labour rights, protect health, safety and the environment, prevent corruption and in general, apply sound business practices.

The requirements in this supplier code of conduct are based upon the Norwegian Act relating to enterprises` transparency and work on fundamental human rights and decent working conditions (Transparency Act, LOV-2021-06-18-99), and internationally recognised principles, including the UN guiding principles on business and human rights (UNGP), the UN global compact’s ten principles and the OECD guidelines for multinational enterprises, including the OECD due diligence guidance for responsible business conduct.

This supplier code of conduct applies to OKEA’s entire supply chain, including suppliers, vendors, contractors, traders, consultants and agents (“**Supplier**”). The Supplier has an obligation to communicate the requirements to all its subcontractors, and to contribute to compliance with the requirements in the supply chain.

The supplier code of conduct is supplemented by OKEA’s code of conduct, which also applies to the Supplier. OKEA in addition expects that the Supplier complies with applicable national and international laws and regulations.

1.2 Roles and Responsibility

N/A

2 Human Rights and Decent Working Conditions

2.1 Respect and Support of Human Rights

Supplier shall respect and support fundamental human rights affected by its operations.

OKEA defines fundamental human rights in accordance with the internationally recognised human rights that are enshrined, among other places, in the International Covenant on Economic, Social and Cultural Rights of 1966, the International Covenant on Civil and Political Rights of 1966 and the ILO's core conventions on fundamental principles and rights at work.

2.2 Reasonable Working Hours

Supplier shall comply with applicable laws, regulations, and national industry standards on working time, including overtime, working hours, public holidays, and paid vacation.

2.3 Preventing Child Labour

Supplier shall not employ children below 15 years of age or, if higher, the legally prescribed minimum age. Persons below the age of 18 shall not undertake any work that may be of harm to their safety, health, development, and mandatory schooling.

2.4 Preventing Modern Slavery

Supplier shall ensure that all workers conduct work on voluntary basis, and not based on any form of direct or indirect mental, physical, or financial coercion, threat of any penalty or sanctions, or which in any way exploits the vulnerability of the worker. Supplier shall not retain identification papers, work permits or deposits (financial incl. recruitment fee or otherwise) as a condition of their employment.

2.5 Freedom of Association and Right to Collective Bargaining

Supplier's personnel shall have the right to freedom of peaceful assembly and association, and no one may be compelled to belong to an association. Supplier shall respect the personnel's right to form and participate in trade unions and being represented in collective bargaining agreements in line with applicable laws and ILO Conventions. In countries where applicable law restricts these rights, alternative means of association for personnel shall be supported.

2.6 Decent Employment Conditions

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

Supplier shall provide all workers with compensation that is equivalent to the legally required minimum standards, terms established by legally binding collective bargaining agreements or internationally recognised human rights standards, whichever is higher.

Compensation should as a minimum be enough to commensurate for an adequate standard of living.

2.7 Local Communities

Where relevant for the Supplier's operations, the rights and integrity of local communities, indigenous people or other traditional groups shall always be respected. Supplier shall respect rights such as culture, customs, and heritage of local communities. Supplier shall further consult and cooperate with people concerned with respect to work that may have significant impact on land areas inhabited or used by indigenous people or other traditional groups in line with ILO convention 169.

2.8 Conflict Minerals

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

2.9 Whistleblowing Routine

Supplier shall establish routines for personnel to raise concerns or request information related to their business operations.

3 Due Diligence

Supplier shall carry out regularly risk-based due diligence throughout its operations and supply chain to identify and assess actual or potential adverse impacts on human rights and decent working conditions that the Supplier may cause, contribute towards or that are directly linked with the Supplier's operations via the supply chain or business partners. A risk-based approach entails that the due diligence shall be carried out in proportion to the size of the enterprise, the nature of the enterprise, the context of its operations, and the severity and probability of adverse impacts on fundamental human rights and decent working conditions.

Based on the prioritisations and assessments pursuant to the due diligence investigations, the Supplier shall implement suitable measures to cease, prevent or mitigate adverse impacts. Supplier shall provide for or co-operate with relevant players and effected parties in remediation and compensation, when required. The activities shall be monitored and tracked, and their effect evaluated.

Upon request from Company, Supplier shall within reasonable time, provide the following information:

- a) a general description of Supplier's structure, area of operations, guidelines and procedures for identification and handling of actual and/or potential adverse impacts on fundamental human rights and decent working conditions;
- b) description of actual adverse impacts and significant risks of adverse impacts that Supplier has identified through its due diligence; and
- c) description of measures Supplier has implemented or plans to implement to cease actual adverse impacts or mitigate significant risks of adverse impacts, and the results or expected results of these measures.

impacts on fundamental human rights and/or decent working conditions are identified within the workforce of the Supplier or its supply chain or business partners and which are related to the work and/or services provided to Company.

Supplier is not obligated to provide information that concerns data relating to an individual's personal affairs, or if the requested information concerns data regarding technical devices and procedures or other operational and business matters which for competitive reasons it is important to keep secret in the interests of the person whom the information concerns.

Company shall have the right to disclose such information as specified above to a third party, to the extent necessary to comply with applicable statutory obligations to report on or respond to requests for information related to human rights in the supply chain directed towards the Company pursuant to the Transparency Act. Company shall use reasonable endeavours to notify Supplier prior to such disclosure.

4 Management Systems

Supplier shall establish human and labour rights policies which address the responsibilities outlined in this supplier code of conduct and shall incorporate the principles of this supplier code of conduct into its operations.

Supplier shall establish adequate management systems to ensure that adequate due diligence investigations in accordance with section 3 above are conducted, and that adequate measures are taken, when required.

5 Non-Compliance

OKEA expects that the Supplier continuously and systematically evaluate its compliance with this policy.

If either Company or Supplier has reasonable cause to believe that deviations from or breaches of the requirements under this policy have occurred, Supplier shall further investigate, to clarify the actual circumstances. If adverse impacts or risks are identified, Supplier shall without undue delay provide information regarding which measures Supplier has implemented or plans to implement to cease, mitigate, or as appropriate under the Transparency Act, the UNGPs and/or the OECD Guidelines, remedy these impacts. If the measures proposed or implemented by Supplier are deemed insufficient by Company to avoid or mitigate the adverse impact, the Parties shall meet in good faith to identify and develop possible solutions.

Without prejudice to any other rights or remedies which Company may have, Company is entitled to terminate the Contract with immediate effect by notifying Supplier, in the event Supplier in connection with the work and/or services provided to Company has committed recurring breaches of the requirement under this policy or has failed to take relevant actions to mitigate a significant breach of the requirements within reasonable time after Company has requested such mitigation.

6 Revision History

Includes revision number, description of changes including chapter and page number, date for revision and originator.

Rev.	Description	Date	Originator
02	The document has been transferred in its entirety to a new template. Updated reference.	28.03.2025	Marit Moen Vik-Langlie

The following documents are replaced

Rev.	Doc. No.	Title	Date

7 Abbreviations and References

7.1 Abbreviations

Abbreviation	Explanation
ILO	Indigenous and Tribal Peoples Convention
OECD	Organisation for Economig Co-Opereation and Development
UN	United Nations
UNGP	United Nations Guiding Principles on Business and Human Rights

7.2 References

Document No.	Title
	Transparency Act, LOV-2021-06-18-99
	UN Guiding Principles on Business and Human rights (UNGP)
	UN Global Compact's Ten Principles
	OECD Guidelines for Multinational Enterprises
	ILO Convention 169
	International Covenant on Economic, Social and Cultural Rights of 1966
	International Covenant on Civil and Political Rights of 1966
OKEA-LGS-STG-1003	Code of Conduct