

*NOAH's ethical guidelines establish standards for how we relate to one another and our surroundings. The guidelines form the basis for how NOAH operates and are guiding for all processes in NOAH. Our guidelines describe NOAH's expectations, obligations and requirements regarding conduct. The guidelines apply to NOAH's suppliers and sub-contractors.*

*Our ethical guidelines were approved by NOAH's Board of Directors on 21 June 2019.*

## **1 Purpose and scope**

The purpose of this procedure is to ensure that NOAH's suppliers act in accordance with the ethical guidelines established by the organisation.

If suppliers use sub-contractors, the supplier is obligated to continue and contribute to compliance with these ethical guidelines with their sub-contractors. If requested by NOAH, suppliers shall document how this is safeguarded.

## **2 Relationship to applicable laws and rules**

NOAH's suppliers shall comply with NOAH's ethical guidelines for suppliers, internationally recognised human rights and applicable laws and conventions.

## **3 Environment and climate**

Suppliers shall comply with applicable laws and national and international environmental standards. Suppliers shall apply the precautionary principle with regard to pollution, environmental risks and other environmental and climate challenges in accordance with Principles 7, 8 and 9 in the UN Global Compact.

## **4 Human rights**

Suppliers shall respect internationally recognised human rights and shall not be involved in breaches thereof. Suppliers shall operate in a manner that is compatible with the UN Guiding Principles on Business and Human Rights and the 10 principles in the UN Global Compact.

## **5 Labour standards**

### **5.1 Freedom of association and the right to collective bargaining**

Suppliers shall in accordance with applicable legislation, ensure and recognise workers' right to freedom of association, and shall facilitate collective bargaining. If the right to freely associate and/or to collective bargaining is limited by law, suppliers shall facilitate and not prevent alternative mechanisms for free and independent association and bargaining.

**5.2 Forced labour**

Suppliers shall not recruit anyone against their will or otherwise use any type of force or threats in connection with the employment relationship. Suppliers shall safeguard employees' right to terminate the employment relationship in accordance with the employment contract and/or applicable legislation. Suppliers shall not demand that employees submit identification papers or a deposit (financial or otherwise) as a condition for being hired or retaining the employment relationship.

**5.3 Child labour**

Suppliers shall not recruit children under 15 years of age if the work may adversely affect their education. Children under 18 years of age shall not perform work that involves a risk to health, safety, development or education, hereunder night work. Suppliers shall especially exercise due care with regard to following up children under 18 years of age.

**5.4 Discrimination and harassment**

Suppliers shall not accept any form of harassment or exclusion on the basis of gender, race, nationality, religion, disability, sexual orientation, age, political opinion or other matters that would entail a breach of the principle of equal treatment. Suppliers shall promote gender equality in their employment conditions.

Suppliers shall not accept any form of verbal or physical conduct resulting in harassment to others, that prevents others from performing their work or that is detrimental to the working environment.

**5.5 Employment conditions**

Suppliers shall ensure that employees are remunerated in accordance with the contract and at the agreed time. Pay shall comply with applicable legislation regarding minimum wage. Suppliers shall comply with all applicable laws and agreements regarding working hours. Suppliers shall safeguard employees' right to rest, right to holidays and holiday pay in accordance with applicable legislation.

**5.6 Health, Safety and Environment**

Suppliers shall ensure that all employees enjoy a safe and secure workplace. Suppliers shall inspect occupational hazards and establish measures to prevent accidents and occupational illnesses, hereunder take out all insurances required by law. Suppliers shall ensure that employees are made aware of accident and health risks that may be associated with the work and that they receive necessary follow-up and instructions. If needed, suppliers shall ensure that satisfactory personal protective equipment is made available to employees.

NOAH has a working environment that is free of alcohol and drugs and does not approve of substance use in the workplace. NOAH sets the same requirements for its suppliers.

Suppliers shall conduct regular training to ensure that employees have satisfactory competence regarding matters of health and safety. All suppliers that will perform work on Langøya shall complete a safety course prior to commencing the work. The safety course provides an introduction to rules and procedures regarding safety and emergency preparedness. It is required that those working on Langøya must be able to communicate in Norwegian or English.

## **6 Illegal business activities**

### **6.1 Corruption**

Suppliers shall have a zero-tolerance policy for any form of corruption, hereunder bribery, facilitation payments and improper trading in influence. Suppliers shall comply with applicable legislation regarding corruption and other forms of illegal business activities and ensure satisfactory procedures, documentation, resources etc. for combatting corruption in their organisations.

Suppliers shall, *inter alia*, not request, offer, promise or give any form of improper advantage, service or incentives to public officials, international organisations or other third parties for the purpose of attaining personal or business advantages. This applies regardless of whether the advantage is offered directly or indirectly via an intermediary.

Suppliers shall also not, directly or indirectly, offer gifts to NOAH's employees, representatives of NOAH or other closely related persons. Social occasions, meals or entertainment may be offered if there is a business aspect involved and the costs remain modest.

### **6.2 Money laundering**

Suppliers shall avoid all forms of money laundering and shall establish measures to prevent the organisation's financial transactions from being used for money laundering.

### **6.3 Competition**

Suppliers shall not cause or be involved in any breach of competition legislation, e.g. price fixing, collusion or other conduct that results in breaches of competition legislation.

## **7 Sub-contractors**

If suppliers use sub-contractors, the supplier is obligated to continue and contribute to compliance with these ethical guidelines with their sub-contractors. If requested by NOAH, suppliers shall document how this is safeguarded.

## **8 Follow-up**

Suppliers are obligated to comply with the requirements established in this document in their own activities, as well as ensure the compliance of the sub-contractor(s) involved in the fulfilment of this contract.

## **9 Sanctions**

NOAH's ethical guidelines for suppliers represents an integrated part of the contractual framework between NOAH and the supplier. Breaches of the provisions of this document may amount to a breach of contract and may result in sanctions.

## **10 Signature**

I confirm that we, as a supplier to NOAH AS or subsidiary, have understood and comply with your ethical guidelines. This form must be signed by a person authorised to sign on behalf of the company.

Supplier name: \_\_\_\_\_

Organisation number: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name, Capital letters: \_\_\_\_\_

Title: \_\_\_\_\_