

# Supplier Conduct Principles



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Scatec ASA and its subsidiaries ("**Scatec**") has implemented a Code of Conduct for its employees that describes how we shall behave towards our stakeholders and each other. In continuance with Scatec's Code of Conduct (available on the Scatec website) we have prepared these Supplier Conduct Principles ("**Principles**"), reflecting our values and selected rules with particular relevance for our counterparties (each a "**Scatec Supplier**").

As a Scatec Supplier, we expect you to act in accordance with these Principles, and to communicate these expectations to your employees, service providers and suppliers who may deliver supplies or services to Scatec.

Below please find the Principles, which you as a Scatec Supplier agree to comply with for the duration of your agreement with us.

## 1 Compliance with laws

You shall comply with all laws and regulations applicable to the goods and services being provided.

## 2 Corruption and prohibited business practices

You shall comply with all applicable laws and regulations concerning corruption and related prohibited business practices such as bribery, fraud, and facilitation payments. You shall not directly or indirectly, offer, facilitate, or give any undue advantage, favour, or incentive to influence the actions of another party, such as a public official, Scatec employee or any other third party. Nor shall you request, receive, or accept such undue advantage. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

Any payments made to a government authority in relation to the work for Scatec shall be specifically required by law or regulation, be made against receipt and to a government administrated account.

No public official shall benefit from the execution of the agreement with Scatec, from the proceeds thereof or otherwise have a direct or indirect financial interest in you unless explicitly disclosed to and accepted by Scatec.

## 3 Gifts, hospitality, and travel

You shall not, directly, or indirectly, offer gifts to a Scatec employee or representative or any one closely related to these. Neither shall you offer gifts to any third party on Scatec's behalf or as part of providing services to or on behalf of Scatec.

Hospitality, such as social events, meals or entertainment may be offered if there is a clear business purpose, but the cost must be reasonable and always be ethically justifiable.

Travel expenses for Scatec representatives shall always be paid by Scatec.

Gifts, hospitality, and travel expenses shall not be offered or received in situations of contract negotiation, bidding, or award.



## 4 Money laundering

You are firmly opposed to all forms of money laundering and shall prevent all your financial transactions from involving illegal funds or the proceeds of crime, or give either of these legitimacy. Your books and records shall be prepared honestly and in reasonable detail accurately and fairly represent the true nature of your transactions.

## 5 Trade restrictions and sanctions

You shall comply with all applicable trade restrictions and sanctions laws. No transaction in relation to your work for Scatec shall be made to an entity or person subject to trade restrictions or sanctions laws.

## 6 Competition

You shall comply with all applicable competition laws and shall not be a part of illegal anti-competitive practices such as price fixing, bid rigging, market sharing or any other illegal collusion in violation of competition laws.

## 7 Loyalty, impartiality, and conflict of interests

You shall not take actions nor have interests that make it difficult to perform your work for Scatec objectively and effectively. Your service for Scatec shall never be subordinated to personal gain or advantage.

Conflicts of interests shall, wherever possible, be avoided. You will never take part in or attempt to influence a decision or settlement if there is an actual or perceived conflict of interest or other circumstances exist, which could give grounds to question our or our employees' impartiality. All potential conflicts of interest shall be reported to Scatec.

## 8 Human rights

You confirm that you support, and respect internationally recognized human rights as outlined by the UN Declaration of Human Rights and related conventions. You confirm that you place great importance on ensuring compliance with labour standards as outlined in the International Labour Organization's Core Conventions concerning freedom of association, the right to collective bargaining and the elimination of forced labour, child labour and discrimination in the workplace.

You meet the responsibilities set out in the UN Guiding Principles on Business and Human Rights and will take necessary steps to identify and address adverse impacts of your activities. You pay particular attention to vulnerable groups and individuals.

## 9 Freedom of association

You shall respect the employee's right to associate freely, join worker's associations, seek representation and bargain collectively, as permitted by and in accordance with local law.



## 10 Forced labour

You shall not use forced or compulsory labour. All labour shall be voluntary, and workers shall be free to leave upon reasonable notice. Employees shall not be required to lodge deposits of money or identity papers with their employer.

## 11 Child labour

You shall not employ any person who is below the minimum legal age for employment. Where a child (persons under 18 years) is employed, the best interests of the child shall be primary consideration. Policies and programs that assist any child found to be performing child labour shall be contributed to, supported, or developed. Children shall not be employed for any work that is likely to be hazardous or may interfere with the child's health or physical, mental, spiritual, moral, or social development.

## 12 Health & Safety

You shall provide a safe and healthy working environment in accordance with international accepted standards and applicable laws. This includes access to clean toilet facilities, drinkable water and, if applicable, sanitary facilities for food storage. Where an employer provides accommodation, it shall be clean, safe, and meet the basic needs of employees. Appropriate health and safety information and training shall be provided to employees. You shall encourage employees to report accidents, injuries, or unsafe conditions immediately.

## 13 Discrimination and equal opportunities

You shall behave with respect and integrity towards anyone you come in contact with through your work for or on behalf of Scatec. You shall create an environment free from discrimination or less favourable treatment based on colour, nationality, ethnicity, gender, age, disability, sexual orientation, religion, or belief. You shall not tolerate any behaviour that can be perceived as degrading or threatening.

## 14 Disciplinary practices

You shall treat employees with respect and dignity. Physical or verbal abuse, threats or other forms of intimidation or harassment is prohibited.

## 15 Employment conditions

The working hours of employees shall comply with national laws and shall not be excessive.

You shall ensure that the employees understand their employment conditions and shall provide reasonable pay and terms to employees.



## 16 Environment

You shall strive to operate in a manner that safeguards the environment and minimizes environmental damage. You shall comply with applicable national environmental laws regulations. You will safely handle transport and arrange for the disposal of raw materials, products, and waste in an environmentally friendly manner.

You will work according to internationally recognized environmental management principles and aim for continuous improvement. You will work to achieve energy efficiency and minimize harmful discharge, emissions, and waste production in a lifecycle perspective.

## 17 Selection of business partners, service providers and suppliers

Any business partner, service provider or supplier that you engage in accordance with your agreement with Scatec shall undergo appropriate integrity due diligence and vetting. All such agreements shall be in writing and shall include similar obligations as set forth in these Principles.

## 18 Reporting concerns

You shall, and shall encourage and provide a means to your employees to, report if you see behaviour that is unsafe, illegal, or contrary to these Principles. Anyone reporting in good faith shall be protected from retaliation. All Scatec Suppliers and their employees can use the Scatec Whistleblowing Channel, which can be found on the Scatec website and is available in multiple languages.

## 19 Compliance, verification, and termination

You represent and warrant that you:

- Fulfil the requirements in these Principles and have in place appropriate measures to ensure compliance with these.
- Will notify Scatec without undue delay if you become aware of a violation of any of the obligations set out in these Principles.
- Are willing to document your compliance with these Principles and allow for verification (e.g. audits and site visits) upon the request of Scatec. To the extent you are not able to provide supporting documentation, you will initiate the necessary steps to promote compliance; and
- Acknowledge that failure to comply with these principles and requirements will be considered as a breach of your contractual relationship with Scatec, which ultimately may result in termination of the agreement and/or purchase order.

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