

Supplier Code of Conduct

1 PURPOSE

Heimdall Power AS ("**Heimdall Power**") strives towards responsible business conduct that respects people, society, the environment, regulations and complies with information security goals.

The purpose of this code of conduct (the "**Code of Conduct**") is to ensure that the suppliers of Heimdall Power conducts its business practices in compliance with high ethical standards and commits itself to respecting certain ethical principles in the performance of its obligations pursuant to this Code of Conduct. This Code of Conduct is also an integral part of Heimdall Power's ongoing commitment to promoting respect for fundamental human rights and decent working conditions. We base this on internationally recognized human rights and labor standards, including those contained in the International Bill of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work (Core Labor Standards). <https://etiskhandel.no/wp-content/uploads/2023/10/Declaration-of-principles-2022.pdf>.

2 STATEMENT OF COMPLIANCE

Company name:	SUPPLIER NAME (the "Supplier")
Address:	
Company Organization No.:	

This statement shall be completed and signed by an officer duly authorised by the Supplier.

The Supplier is committed to responsible, ethical, and compliant business practices, and as such hereby confirms that it conducts and will conduct its business in accordance with the provisions of this Code of Conduct. The Supplier further confirms that its directors, officers, employees, or other representatives will adhere to this Code of Conduct, and the Supplier will exercise all due diligence which refers to the OECD Due Diligence Guidance for Responsible Business Conduct to ensure that all its suppliers, contract parties and any other person otherwise involved in the Supplier's business activities complies with this Code of Conduct.

Additionally, the Supplier warrants and represents that it is not and has not in the past five years been in violation of any law or regulation as mentioned in this Code of Conduct, and neither the Supplier nor any of its (i) directors, (ii) officers, (iii) employees, or (iv) other representatives acting on behalf of the Supplier in the abovementioned period have engaged in any activity, practice or conduct which would constitute such violation.

3 HUMAN AND LABOUR RIGHTS

The Supplier shall ensure that all its operations are carried out with the highest standard of compliance of all applicable statutory duties on human rights protection, and with respect for fundamental human rights, which includes 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. To this end the Supplier shall as a minimum:

- a) respect the human rights of all employees in the workplace;
- b) prohibit the use of forced, bonded, compulsory, involuntary prison labour or other forms of slavery or human trafficking;
- c) not require workers to lodge deposits or identity papers with their employer and workers shall be free to leave their employer after reasonable notice;
- d) ensure that no person employed or engaged by the Supplier shall pay any recruitment fees of any type;
- e) strictly prohibit the use of child labour;
- f) allow workers to freely choose whether or not to organise or join associations for the purpose of collective bargaining as provided by local law or regulation;
- g) prohibit all forms of discrimination at the workplace in hiring, compensation, access to training, promotion, termination, or retirement, inter alia on the basis of characteristics such as race, colour, religion, national origin, sex, marital status, sexual orientation, age, physical disability, union membership or political affiliation;
- h) prohibit any physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation;
- i) comply with applicable employment laws and regulations, including but not limited to, regulations concerning wages (which shall always constitute a living wage), working hours, overtime, holiday, sick leave, and maternity/paternity leave; and
- j) respect the human rights of its suppliers (including sub-suppliers), contract parties and any other persons affected by the Supplier's business activities.

4 HEALTH, SAFETY AND THE ENVIRONMENT

The Supplier is committed to conducting its business activities so that it complies with the highest standards of health, safety and environmental protection and respect for animal welfare. To this end the Supplier shall as a minimum:

- a) strictly comply with applicable laws and regulations pertaining to health, safety, and environmental protection applicable to the Supplier's operations, and minimize the environmental footprint of its business activities;
- b) avoid the use of conflict minerals and ensure that its production and use of natural resources does not contribute to the destruction and/or degradation of the resources and income base for marginalized populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent; and
- c) comply with national and international animal welfare laws and regulations.

5 ANTI-CORRUPTION, ANTI-MONEY LAUNDERING, ANTI-TRUST AND SANCTIONS

The Supplier is committed to the highest standards of business integrity and will conduct its business as such. To this end the Supplier hereby confirms that neither the Supplier, nor any of its directors, officers, employees, or other representatives, will following the date of signature on this Code of Conduct:

- a) in order to obtain or retain business or any other advantage and in violation of any applicable law or regulation, directly or indirectly, give or agree to give any gift or similar benefit or offer, pay or promise to pay or authorize the payment of, any monies or other things of value (including any fees, gifts, samples, travel expenses or entertainment) or any commission payment to any:
 - (i) person who is an official, officer, agent, employee, or representative of any governmental body or of any existing or prospective customer or supplier (whether government owned or non-government owned);
 - (ii) political party or official thereof;
 - (iii) candidate for political or political party office;
 - (iv) any customer, vendor or business partner for the purpose or effect of inducing such customer, vendor, or business partner to enter into or continue a business relationship with the Supplier or to purchase from or sell to the Supplier, goods or services;
 - (v) any other person or company who is or may be in a position to help or hinder the Supplier's business;
- b) undertake any other action that might constitute an offense under any law or regulation relating to anti-corruption or bribery affecting or applicable to the business of the Supplier;
- c) commit any breach of applicable anti-trust laws or regulations;
- d) commit any breach of applicable anti-money laundry laws or regulations, including prohibitions to engage in support of provision of resources to individuals or organisations associated with terrorism;
- e) comply with all sanctions and export controls adopted, maintained, or enforced by Norway, the United Nations, the European Union, the United Kingdom or the United States of America; or
- f) fail to take any action following any review or recommendation by any governmental body.

6 INFORMATION SECURITY

The Supplier will ensure that all its operations are carried out with the highest standard of compliance of all applicable information security standards and requirements. To this end the Supplier shall:

- a) foster a culture of security awareness which is characterized by active learning and proactiveness in information assets protection;

- b) encourage their employees to practice internal transparency regarding known and observed information security vulnerabilities and incidents;
- c) report directly and immediately to Heimdall Power any security vulnerabilities and/or deviations which are relevant to Heimdall Power;
- d) protect information assets from unwanted access or compromise;
- e) respect and protect the intellectual property of Heimdall Power and external parties directly or indirectly involved, including but not limited to patents, images, text, design documents, emails, etc;
- f) comply with all applicable data protection and privacy laws and regulations; and
- g) treat information assets with due care and prevent disclosure of confidential and sensitive information while communicating with external parties, by any means, including (but not limited to) social media.

7 BREACHES OF THIS CODE OF CONDUCT

The Supplier shall report to Heimdall Power without undue delay any act or omission which may reasonably be considered as a breach of the obligations set out in this Supplier Code of Conduct in its performance of its obligations towards Heimdall Power. Heimdall Power shall have the right to audit the Supplier, and the Supplier shall be obliged to assist and give Heimdall Power access to all documents which could reasonably be regarded as relevant to assess whether a breach has occurred. This shall not apply to documents subject to legal privilege, or which the Supplier is prohibited to disclose due to applicable law.

Any breach of the provisions included in this Supplier Code of Conduct by the Supplier shall be regarded as a substantial breach of contract and shall entitle Heimdall Power to terminate its agreements with the Supplier with immediate effect.

8 INFORMATION PROVIDED BY THE SUPPLIER

The "Supplier Code of Conduct" has been duly completed by an officer of the Supplier and does not contain any untrue statement in respect of the subject matters contained therein.

On behalf of the Supplier

Name:

Title:

Place:

Date:

Signature: _____