

NorthConnect



Document:

Supplier Code of Conduct

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1 Message to our Suppliers

Business integrity underpins what we do at the NorthConnect. Our employees are required to conduct business in accordance with our ethical guidelines. These guidelines and our commitment to business integrity are founded and described in our Code of conduct.

The Code of conduct sets expectations on NorthConnect's employees as well as on our business partners. It states that "in the company, we give business integrity priority and we will give full backing to employees who raise ethical issues".

Our commitment to integrity can only be met if our suppliers and business partners also act in the same manner. Therefore, this Supplier Code of conduct ("the Supplier Code") has been developed to clearly communicate our requirements to our suppliers.

As one of our suppliers you are expected to meet these requirements throughout your relationship with the NorthConnect.

2 Understanding and applying the Supplier Code

2.1 NorthConnect's commitment

NorthConnect is committed to act in a sustainable, ethical and socially responsible manner and to comply with all applicable legal requirements wherever it operates.

NorthConnect strives to ensure that its commitment to business integrity is reflected in its supply chain and in its relationship with business partners.

The principles contained in the Supplier Code represent a summary of the integrity requirements that suppliers must comply with. The Supplier Code is to be read in conjunction with the contract entered into with the supplier, which may contain further requirements and guidelines on the business integrity issues covered by the Supplier Code.

2.2 Scope of application

The Supplier Code applies to suppliers – including contractors, agents and consultants – who have a contractual obligation to comply with it. This includes suppliers' employees at all levels, board members, hired personnel, consultants and others who act on behalf of or represent the supplier.

NorthConnect further expects its suppliers to use their best efforts towards ensuring that equivalent standards are complied with and respected within their own sphere of influence, in particular by their own suppliers.

2.3 Applicable laws

Suppliers shall comply with applicable laws and regulations of their country of origin as well as with applicable laws and regulations of countries where they operate. Suppliers are expected to act in accordance with relevant international conventions and guidelines set by international

organisations, including by the United Nations and the Organisation for Economic Co-operation and Development.

Where differences exist between applicable laws, regulations and the Supplier Code or requirements of the contract with the supplier, suppliers shall follow the strictest requirements.

2.4 Management and compliance

Suppliers shall identify, manage and comply with the business integrity requirements covered by the Supplier Code. This implies having in place, and effectively communicating, appropriate policies, procedures, management systems, quality improvement activities, internal control systems, and the human resources necessary to comply with the Supplier Code.

3 Acting with business integrity

3.1 Sustainability

Suppliers shall operate in an environmental and socially sustainable manner and seek to establish a regular and open dialogue on sustainability issues with host communities and other stakeholders.

3.2 Environment

Suppliers shall support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and use of environmentally friendly technologies.

3.3 Human rights

Suppliers shall support and respect, within their sphere of influence, the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

3.4 Labour rights and standards

3.4.1 *Child labour*

Suppliers shall not engage in child labour or any work that deprives a child of its childhood, potential, dignity or that is harmful to its physical or mental health or development. Suppliers shall not employ or use a child as workforce if it is under the age of 15 or a higher age prescribed in applicable laws, in which case the higher age shall apply. Exceptions can only be made for light work or training if acceptable according to by the ILO Minimum Age Convention (C138). Under no circumstances shall Suppliers let a child under the age of 18 perform hazardous work, including work likely to jeopardize their health, safety or development.

3.4.2 *Freedom of association and the right to collective bargaining*

Suppliers shall ensure and recognize the right of free association and, where a significant proportion of the workforce agrees, collective bargaining of employees. Suppliers shall not discriminate against employees' representatives or members of trade unions, which shall also have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining are restricted under national law, suppliers shall allow employees to freely elect their own representatives.

3.4.3 *Forced labour*

Suppliers shall not use forced or compulsory labour. Suppliers shall ensure that the work carried out by the workforce is freely chosen and free from threats.

Furthermore, suppliers shall ensure that all employees are free to leave their employment after serving an appropriate and reasonable notice.

3.4.4 *Employment conditions*

Suppliers shall provide its workforce with remuneration that meets any national legal standard on minimum wage. Furthermore, they shall ensure that working hours are not excessive and comply with applicable local laws on working hours.

Suppliers must ensure that all employees are provided with written agreements of employment setting out employment conditions in a language understandable to the individual concerned.

3.5 **Equality, diversity and respect**

Suppliers shall work actively to create a working environment characterised by equality, diversity and mutual respect. Employees or others involved in the performance of the contract with NorthConnect shall be selected and treated in a manner that does not discriminate with regard to gender, race, religion, age, disability, sexual orientation, nationality, social or ethnic origin, political opinion, union affiliation or any other ground. Suppliers are required not to tolerate any form of discrimination or harassment in any of their workplaces.

3.6 **Health, safety and security**

Suppliers shall work actively for an injury-free and healthy working environment and to promote an open and proactive health and safety culture.

Suppliers shall plan and act to prevent injuries and work systematically to manage risks. No activity is important enough to be conducted with hazard to life and health.

Suppliers shall also to the best of their ability protect their employees from being harmed from factors outside of their control, such as natural disasters and security threats. Protection from security threats must be proportional to the threat itself.

3.7 **Anti-corruption**

Suppliers shall not tolerate and shall work against corruption in all its forms in the public and private sector. They shall not offer, request, give, accept or receive bribes or other improper advantages for business or private gain, whether directly or indirectly, for themselves or for others.

3.8 Business courtesies, gifts, hospitality and expenses

Suppliers shall prohibit the offer or acceptance of business courtesies – gifts, hospitality, expenses or any benefit – where they could constitute, or appear to constitute, an undue influence. Suppliers shall exercise increased caution when business courtesies involve public officials.

Furthermore suppliers shall not, directly or indirectly, offer gifts to NorthConnect employees or representatives or anyone closely related to these, unless the gift is modest, and the time and place is appropriate. Hospitality, such as social events, meals or entertainments may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing NorthConnect shall be paid by NorthConnect. During a contract negotiation, bidding or awarding period, all hospitality, gifts or expense coverage must be avoided, irrespective of value.

3.9 Fair competition

Suppliers shall apply high commercial ethical standards and compete within the framework of competition rules in the markets where they operate. No supplier shall be part of any illegal price cooperation, illegal market sharing or other practice in violation of applicable competition laws.

3.10 Accuracy of records

Suppliers are committed to transparency, verifiability and accuracy in their dealings, while respecting their confidentiality obligations. All accounting information must be correct, registered, and recorded in accordance with laws and regulations.

3.11 Money laundering

Suppliers shall not take part in any form of money laundering and ensure that financial transactions are not used to launder money.

3.12 Confidentiality

Suppliers shall keep confidential and not misuse any information about NorthConnect of a confidential nature, as may be further specified in the contract between NorthConnect and the supplier.

3.13 Conflict of interest

Suppliers shall avoid all conflicts of interest while working for NorthConnect. A conflict of interest occurs when a representative of a supplier seeks to further his/her personal interest,

or that of a friend or relative, due to his/her position as a representative of the supplier. Suppliers are required to report any situations of potential or apparent conflicts between their personal interests and the interests of NorthConnect.

3.14 Political contributions and activities

Suppliers shall not sponsor political parties or politicians in connection with the contract entered into with NorthConnect.

3.15 Protection of property and assets

Suppliers are responsible for safeguarding and appropriately using NorthConnect's assets while in their possession. NorthConnect's assets must not be used for any personal benefit.

3.16 Behaviour

While at work for NorthConnect, it is not permitted to be under the influence of intoxicating substances, including alcohol and drugs.

Limited amounts of alcohol may be served when local custom and occasion makes this appropriate, provided that the consumption is not combined with operating machinery, driving or any other activity that is incompatible with the use of alcohol.

4 Handling cases of doubt and breaches of the Supplier Code

4.1 Where to look for advice

If suppliers are or become unsure about the meaning of any part of the Supplier Code or about the proper course of action in accordance therewith, they shall seek advice and raise the matter with their contact person in the NorthConnect.

4.2 Where to report concerns or breaches of the Supplier Code

Suppliers shall have an internal mechanism for reporting and handling concerns or breaches of the Supplier Code, shall without delay inform NorthConnect of any concerns or potential breaches and shall provide full cooperation in relation to NorthConnect's investigation of the matter. Suppliers will not use any retaliatory measures against anyone for raising or helping to address a genuine business integrity concern.

4.3 Consequences of infringement

Failing to comply with the Supplier Code is viewed as a serious matter, which may lead to termination of the contract, claims for appropriate compensation, disqualification as a supplier, and reporting to the relevant authorities.