

Contractor Code of Conduct

Department: Supplier follow-up	Document Category: Policies and Values
Document responsible: Svein Håkon Fjelltun	Approved date: 23.04.2024
This document with all its contents is confidential and the property of Offshore Qualific AS. It shall only be used as agreed and shall not be used, reproduced or disclosed, in whole or in part, to anyone without the written consent of Offshore Qualific AS. © Copyright Offshore Qualific AS – 2023	Offshore Qualific AS Fjordpiren, Laberget 22 4020 STAVANGER Norge +47 988 99 442
Document number: SF-POVA-002	Version: 1.0



www.offshorequalific.no

Table of contents

1	GENERAL OBLIGATIONS.....	3
2	COMPLIANCE WITH LAWS	3
3	ANTI-CORRUPTION.....	4
4	GIFTS, HOSPITALITY AND EXPENSES	4
5	SANCTIONS AND EXPORT CONTROLS	4
6	ANTI-MONEY LAUNDERING AND TERRORIST FINANCING	5
7	CONFLICT OF INTEREST.....	6
8	HUMAN RIGHTS	6
9	WORKING CONDITIONS.....	6
10	FAIR COMPETITION	7
11	DATA PROTECTION.....	7
12	THE CONTRACTOR'S CONTACT WITH THIRD PARTIES	8
13	VETTING AND MONITORING OF SUBCONTRACTORS (INTEGRITY DUE DILIGENCE)	8
14	COMPLYING WITH TAX LAWS AND PREVENTING THE FACILITATION OF TAX EVASION.....	8

1 General obligations

- 1.1 The Contractor's specific obligations set out in this document shall be without any prejudice to and shall not be construed to limit the Contractor's duty to comply with applicable laws and regulations as set out in the Agreement.
- 1.2 The Contractor's specific obligations set out in this document shall be without any additional costs.
- 1.3 The Contractor's specific obligations set out in this document also applies to the Contractor's sub-contractors
- 1.4 The Contractor shall immediately report to **Offshore Qualific AS** (*hereafter referred to as the Company*) any act or omission which may be seen as a breach of the provisions of this document. In such event, the Contractor shall give the Company access to all documentation and evidence which in the Company's opinion, within reason, may be relevant to determine whether such a breach has occurred.
- 1.5 The Contractor shall, to its best endeavours, ensure:
 - a) that any subcontractor with whom the Contractor enters or has entered into an agreement for the supply of goods or services, in connection with performance of the Agreement, agree to and comply with contractual provisions substantially identical to those contained in this document, and
 - b) that such subcontractor ensures that its contractors and subcontractors, insofar as involved in performance of the Agreement, agree to, and comply with contractual provisions consistent with those contained in this document.
- 1.6 The Contractor shall implement controls reasonably designed to adhere to the obligations set out in this document.
- 1.7 The Contractor shall upon the Company's request provide a written statement to the Company confirming that it complies and has complied with all obligations set out in this document.
- 1.8 The Company shall at any time have the right to conduct audits of the Contractor in order to verify that the Contractor complies with the obligations set out in this document. Upon the Company's request, the Contractor shall facilitate and assist the Company with regard to such audits, including granting timely access to documentation and its premises and shall use best efforts to ensure the Company's access to documentation and the premises of the Contractor's subcontractors.
- 1.9 The Contractor shall ensure that potential business partners, agents and intermediaries adopt the principles set forth in this Contractor Declaration.
- 1.10 The Contractor shall ensure the implementation of the principles set forth in this Contractor Declaration towards own suppliers.

2 Compliance with laws

- 2.1 The Contractor shall comply with all applicable laws and regulations
- 2.2 The Contractor shall comply with this Contractor declaration and ensure that all employees, relevant affiliated companies and subcontractors are informed about the content and comply

with the requirements.

- 2.3 Contractor shall report immediately to the main contact in Company if the Contractor finds any obstacles in meeting the requirements or find any breaches. Actions inconsistent with the Contractor declaration must be promptly corrected and may be subject to sanctions. Non-compliance with the Contractor declaration may be considered a material breach of the relevant Company agreement(s).

3 Anti-corruption

- 3.1 The Contractor represents and warrants that the Contractor and its officers, directors, employees, agents, representatives and, to its knowledge, any subcontractors and their contractors and subcontractors have not, directly or indirectly, in any way that relates to this Agreement, made, offered or authorised, and will not (1) offer, promise, pay, give, or authorise any financial or other advantage, or anything else of value, to any other person, entity or organisation, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (2), offer, promise, pay, give, authorise, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to the Company or the Contractor, or improperly performing a function that relates in any way to the Agreement or to the Company.

The Contractor shall immediately report to the Company any requests or solicitations for improper advantages as mentioned in this article 3.1.

Any act or omission in violation of this article 3.1 constitutes a substantial breach of the Agreement.

- 3.2 All financial settlements, invoices and reports rendered to the Company shall reflect properly the facts of all activities and transactions handled for the account of the Company and may be relied upon as being complete and accurate by the Company or its representatives for whatever purpose.

4 Gifts, Hospitality and Expenses

- 4.1 The Contractor shall not offer, directly or indirectly, to the Company's employees or representatives or anyone closely related to them gifts except for promotional items of minimal value normally bearing a company logo. Hospitality such as social events, meals or entertainment may be offered if there is a clear business reason, but the cost must be kept within reasonable limits. Travel accommodation and other expenses for the individual representing the Company will always be paid by the Company. Hospitality, expenses, gifts, and other favours shall not be offered or received in situations of contract bidding, evaluation or award.

5 Sanctions and export controls

- 5.1 The Contractor represents and warrants that it will comply with all applicable Sanctions and Export Control Laws in performing the Services under the Agreement, including, but not limited to, by obtaining all required government licenses for the export, re-export, import or transfer of items (goods, technology or software/source code) pursuant to this Agreement.

- 5.2 The Contractor represents and warrants that neither it, nor any individual or entity owning 50% or more of the Contractor, or that in any other way controls the Contractor directly or indirectly, nor to its knowledge any subcontractors or their contractors and subcontractors, is listed on a Trade Control List, or owned (in whole or in part) or otherwise controlled, directly or indirectly, by any individual, organisation or entity listed on a Trade Control List. The Contractor undertakes to immediately notify the Company's Representative in writing should it become aware of any changes in this respect.
- 5.3 In the event the Contractor or a party owning 50% or more of the Contractor or that in any other way controls Contractor (directly or indirectly), is or becomes listed on any Trade Control List, this shall be regarded as a substantial breach of the Agreement.
- 5.4 The Contractor shall provide Company with information on Export Controlled Items, including export control jurisdiction and classification of Export Controlled Items and copies of any export/import licenses and any information supporting applicable exceptions to licensing requirements, related to items furnished or activities undertaken pursuant to the Agreement.
- 5.5 Nothing in the Agreement requires any Party to take any action or refrain from taking any action, where doing so would be prohibited or penalised by applicable Sanctions or Export Control Laws.
- 5.6 For the purpose of this Article 5, the following definitions shall apply: "Sanctions" means any laws, regulations or executive orders adopted, maintained or enforced by the United Nations, European Union or the United States of America directed at prohibiting or restricting dealings with certain countries, territories, governments or specially designated individuals or entities. "Export Control Laws" means all export control, import, and anti-boycott laws, regulations, orders, directives, designations, licenses, or decisions imposed by the United States or any other country with jurisdiction over any activities conducted pursuant to this Agreement. "Export Controlled Items" means any goods, software, technical data, or technology identified by the U.S. government or any applicable governmental entity as a military, dual-use item or an item controlled by nuclear regulatory authorities or in any way restricted from export, re-export, transfer or release to certain governments, legal entities, or individuals and/or to certain destinations. "Trade Control List" means any list of sanctioned individuals, organisations or entities adopted, maintained or enforced under any Sanctions or Export Controls Laws (including, without limitation, the United States List of Specially Designated Nationals and Blocked Persons, Denied Persons, Unverified, and Entity Lists, the European Union consolidated list of restricted parties, and any list of parties designated under United Nations Security Council Resolutions).

6 Anti-money laundering and terrorist financing

- 6.1 The Contractor represents and warrants that the Contractor and its owners, affiliates, officers, directors, employees, agents, representatives, and, to its knowledge, any subcontractors and their contractors and subcontractors, insofar as involved in performance of the Services of the Agreement:
- a) have conducted and will conduct all activities in compliance with anti-money laundering laws and regulations applicable to the Contractor;
 - b) have not and will not conceal or disguise the origin, source, location, disposition, movement or ownership of property knowing that such property is the proceeds of crime; and
 - c) have not and will not engage in transactions with, or provide resources or support to, individuals or organisations associated with terrorism.

Any act or omission in violation of this article 6.1 b) and 6.1 c) constitutes a substantial breach of the Agreement.

The Company will, at its sole discretion, assess whether such a violation exists.

7 Conflict of Interest

- 7.1 The Contractor, and its employees, shall not take part in or seek to influence any decision under circumstances that can give rise to an actual or perceived conflict of interest. Such circumstances may be a business interest or a personal interest in the subject matter – economically or otherwise – directly or through someone closely related. If the Contractor becomes aware of a potential conflict of interest the Contractor shall, without delay, notify Company.

8 Human rights

- 8.1 The Contractor shall take effective measures to ensure that its performance of the Agreement respect Human Rights consistent with the United Nations Guiding Principles on Business and Human Rights (2011). To this effect, the Contractor, in connection with performance of the Agreement, shall:
- a) take all reasonable steps to avoid, or otherwise appropriately address or remedy, including through the establishment of appropriate grievance mechanisms, adverse impacts on Human Rights which it or any of its affiliates or members of the Company Group, or any officer, director, agent, representative or employee of the Contractor or such affiliates may cause or contribute to;
 - b) take reasonable steps to seek to prevent or mitigate adverse human rights impacts to which the Contractor's or any of its affiliates' operations, products or services are directly linked through a business relationship; and
 - c) take all reasonable measures in order to ensure that no officer, director, agent, representative or employee of the Contractor or affiliates take part in or support, whether through acts or omissions, Modern Slavery pursuant to the UK Modern Slavery Act 2015 or any other applicable bodies of law.

The Company's Contractor Declaration, if signed, provides a non-exhaustive specification of certain matters entailed by the Contractor's obligations above.

- 8.2 In the event the Contractor fails to comply with the obligations set out in article 8.1 above, the Contractor shall on its own initiative or upon the Company's request, promptly identify and implement the actions necessary to cure such breach.
- 8.3 If a breach of article 8.1 or 8.2 is not cured by the Contractor within reasonable time or repeated breaches of these obligations occur, this shall be regarded as a substantial breach of the Agreement.

9 Working conditions

- 9.1 The Contractor shall not employ children below the age of 15. If the child is secured the right for education, play, rest and family life, limited exceptions may be made if this is clearly in the best interest of the child.

- 9.2 The Contractor shall not engage or employ people against their own free will, nor will personnel be required to lodge «deposits» or identity papers upon commencing employment.
- 9.3 The Contractor recognise that their employees are entitled to be - or refrain from being - union members and to be represented in collective bargaining agreements. In countries where these rights are restricted their employees will anyway have the right to influence their work situation.
- 9.4 The Contractor shall comply with local law or agreements regarding working hours.
- 9.5 The Contractor shall ensure that wages paid to employees and hired labour are considered fair.
- 9.6 The Contractor shall treat their employees equally and fairly. The Contractor shall not accept any form of harassment or discrimination.
- 9.7 The Contractor shall recognize and respect the special importance of the social, cultural, religious, and spiritual values and practices of the indigenous and tribal peoples and their relationship with the land or territories. To the extent the work of the Contractor may affect the indigenous peoples, a process to minimize and manage such impacts will be undertaken.
- 9.8 The Contractor shall observe strict requirements for the selection of security contractors to avoid human rights risks in countries where security firms are not properly regulated.
- 9.9 The Contractor is obliged to ensure that there are accurate and complete insurance schemes covering its operations, services, and products.
- 9.10 The Contractor shall work according to international recognized environmental management principles and aim for continuous improvement. The Contractor shall comply with national environmental legislation and discharge permits. The Contractor shall work to achieve energy efficiency and minimize harmful discharge, emissions, and waste production in a lifecycle perspective.
- 9.11 The Contractor shall work ambitiously, through continuous improvement, for a healthy work environment and safe and secure conduct according to internationally recognized health and safety management principles and practices and applicable law.

10 Fair competition

The Contractor shall not engage in any anticompetitive business practice aimed at limiting or impairing full and open competition for products and services provided by the Contractor to the Company, such as price-fixing, bid-rigging, market sharing or abuse of market power.

11 Data protection

- 11.1 To the extent the Contractor processes personal data on behalf of the Company, the Contractor will take the role as processor and the Company will be the controller, as defined in applicable data protection laws and regulations. As processor of personal data on behalf of the Company, the Contractor warrants and represents compliance with applicable data protection laws and regulations, as applicable from time to time. The Contractor shall not process personal data on behalf of the Company without the Company's written consent.
- 11.2 The Company and the Contractor shall enter into a Data Processing Agreement ("DPA") in accordance with GDPR art. 28 and shall be attached as an Appendix to the Agreement. In addition, if applicable, the parties shall also enter into a controller-to-processor data transfer

agreement based on the standard contractual clauses issued by the EU Commission.

- 11.3 To the extent the Company and the Contractor separately determine the purposes and means of processing of personal data, they shall each act as controllers in respect of the personal data that they process and shall each comply with applicable data protection laws and regulations. If applicable, the Company and the Contractor shall enter into a controller-to-controller data transfer agreement based on the standard contractual clauses issued by the EU Commission.
- 11.4 The Contractor shall, where subcontractors (sub-processors) are involved in performance of the Agreement, ensure that applicable data protection laws and regulations and, when applicable, the same data protection obligations as set out above, are imposed on such subcontractors.
- 11.5 The Contractor shall, where subcontractors (sub-processors) are involved in processing personal data on behalf of the Company, enter into a separate DPA with each sub-contractor in accordance with GDPR art. 28 where applicable.

12 The Contractor's contact with third parties

In the event that the Contractor is authorised to represent the Company before any third party, including but not limited to any governmental entity, the Contractor shall follow the compliance requirements in this document when acting as such intermediary.

13 Vetting and monitoring of subcontractors (integrity due diligence)

The Contractor shall when selecting and using subcontractors in connection with performance of the Agreement:

1. prior to entering into a contract, conduct a risk-based vetting of all subcontractors in order to assess the risk of subcontractor acting inconsistently with the provisions contained in this document. The Contractor shall only select subcontractors where, in the Contractor's opinion, the identified risk can be reasonably effectively mitigated;
2. during the term of the Agreement, take appropriate steps to monitor if its subcontractors are acting consistently with the provisions contained in this document. If the Contractor becomes aware that the subcontractor is acting inconsistently with this document, it shall without undue delay, and no later than 5 days, take all reasonable steps to ensure that subcontractor changes any such conduct; and
3. appropriately document its vetting and monitoring activity in relation to subcontractors.

14 Complying with tax laws and preventing the facilitation of tax evasion

- 14.1 The Contractor represents and warrants that the Contractor and its owners, affiliates, officers, directors, employees, agents, representatives, and, to its knowledge, any subcontractors and their contractors and subcontractors, insofar as involved in performance of the Agreement have not and will not themselves, or by another, facilitate tax evasion.