



Ethical standards for the Group's suppliers and business partners

Supplier Code of Conduct
Posten Bring AS

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1 Introduction and objectives

Posten Bring AS is a Norwegian limited liability company and is the parent company of the Posten Bring Group. Posten Bring AS and its subsidiaries are hereafter collectively referred to as «the Group». These ethical standards apply to all of the Group's suppliers. The requirements that are set out in these ethical standards apply to both the Group's suppliers and its other business partners.¹

The Group purchases goods and services from a number of suppliers and providers in a number of countries. It therefore has a responsibility to prevent and mitigate its potential negative impacts on workers' rights and human rights along its entire value chain.² In addition, the Group wants these ethical standards to support its efforts to reduce its environmental and climate footprint right across the value chain.

The purpose of this document is to state the minimum ethical standards and requirements applicable to the Group's suppliers, regardless of where they are located or conduct their business. Where the terms of a contract between the Group and the supplier, or the provisions of laws or other regulations, cover the same subject matter as in these ethical standards, the most stringent standard shall always apply.

These ethical standards are part of the contractual relationship between the Group and the supplier and should be considered an addendum to the contract entered into between the parties.

¹ The term «business partner» means any individual or entity that supplies goods or services directly to the company, but is not part of the supply chain.

² The Group views sustainable and responsible business conduct as essential for maintaining good working relationships with its suppliers and business partners. The Group therefore chooses suppliers to work with on the basis that they share its commitment to social responsibility and sustainable business practices. With this set of ethical standards, the Group expects to gain the commitment of its suppliers and business partners to the Group's high standards of ethical behaviour. The document should be seen as general guidelines rather than a complete set of rules and regulations for all situations..

2 Compliance with laws, international agreements and conventions

As a minimum, the supplier shall comply with the local laws and regulations of the countries in which it operates. The supplier is responsible for ensuring full compliance with applicable regulatory requirements for its business at all times. Furthermore, the supplier is expected to conform with relevant provisions of international agreements and conventions relating to responsible business practices. This is particularly relevant in the following contexts:

WORKERS' RIGHTS

The supplier shall support and respect the protection of internationally recognised workers' rights, as

referred to in Section 3 below, and ensure that it does not contribute to violations of workers' rights.

HUMAN RIGHTS

The supplier shall support and respect internationally recognised human rights, as referred to in Section 3 below, and ensure that it does not contribute to violations of human rights.





3 Decent work conditions

FORCED AND COMPULSORY LABOUR

- The supplier shall not use any form of forced or involuntary labour.
- The supplier shall not require any worker to make any monetary deposits or surrender any original identification documents as a condition of employment.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

- The right to join or establish trade unions, as well as collective bargaining, shall be respected.

CHILD LABOUR

- Child labour shall not be used. The term «child» means anyone under 15 years of age, unless national law stipulates a higher age limit. The supplier shall ensure that no one under 18 years of age is engaged in work that is detrimental to their health, safety, development or education. Night work shall not be performed.
- If the supplier identifies any incidence of child labour, the supplier shall take immediate action. In such cases, the main focus should be on find-

ing a solution that takes the best interests of the child into consideration. Action plans shall be established for the immediate phasing out of child labour. Action plans shall be documented and communicated to relevant personnel and other stakeholders. Support programmes shall be initiated to provide schooling opportunities for children until they are no longer of compulsory school age.

DISCRIMINATION AND HARASSMENT

- The supplier shall ensure the workplace is free from any discrimination and harassment
- The supplier shall not engage in or support discrimination based on nationality, gender, pregnancy, birth or adoption leave, care duties, ethnicity, religion, belief, disability, sexual orientation, gender identity, gender expression, age or any combinations of these protected characteristics. The same applies to trade union membership or political affiliation. The supplier shall also implement preventive measures/activities to protect employees against discrimination on any of the aforementioned grounds.
- The supplier has the obligation to ensure protec-

tion against sexual harassment. Sexual harassment is any form of unwanted sexual attention that is intended to be, or has the effect of being, offensive, intimidating, hostile, degrading, humiliating or troublesome.

WAGES

- The supplier shall ensure that workers' remuneration meets the requirement for a living wage³ that enables them to meet their basic needs and have a decent standard of living.⁴
- The supplier shall not allow a foreign worker to work for less pay than the applicable national legal minimum wage⁵ or be exposed to working conditions below the normal standard for equivalent work in the country where the work is performed.
- Wages shall be paid on the agreed date and at least once a month.
- Employees shall receive payslips that itemise earnings and deductions in a way that is easily understandable. Only statutory deductions from wages are permitted. Deductions shall be limited so that the net amount of wages received by workers is sufficient to ensure a living wage.

EMPLOYMENT CONTRACT AND WORKING HOURS

- The supplier shall ensure limited use of overtime. Overtime is voluntary and employees who refuse to work overtime shall not be punished by the employer. Overtime may be compulsory for a limited period of time where an agreement on this has been reached with employee representatives.
- Workers shall have a rest period at least every 7 days.

- Employees shall be given a written contract describing their terms of employment in a language they understand. Material changes to the content of the work shall be included in the employment contract.
- Employees shall be free to terminate their contract of employment in accordance with the applicable legislation in the country in which they are working.
- Employees shall be able to take welfare leave in addition to statutory leave.
- A normal working week shall not exceed 48 hours. Overtime shall not exceed 12 hours per week. Additional compensation shall be paid for overtime work. The total number of hours worked in a week shall not exceed 60 hours, except for special reasons.
- The supplier shall have a reliable and accurate recording system for working hours, including overtime hours.

MINERALS, RAW MATERIALS ETC.

Suppliers that have mineral extraction in their supply chain shall have carried out human rights due diligence along their supply chains. They shall ensure, through their value chain, that the extraction of minerals and raw materials does not take place in a way that can contribute to violations of fundamental human rights, financing of armed groups or have other negative effects. This means that the supplier shall put in place management systems to identify and assess the risks in the value chain, design and implement a strategy to address the risks identified, ensure that independent third-party audits are carried out in the supply chain, and report annually on the steps they have taken to ensure compliance.⁶



³ Article 23 of the United Nations Universal Declaration of Human Rights stipulates that «Everyone who works has the right to just and favourable remuneration, ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection». The term «Living wage» means remuneration that enables workers to support themselves and their families.

⁴ The term «Living wage» means remuneration that enables workers to support themselves and their families.

⁵ For international transport services, this falls under the requirements of the EU Mobility Package.

⁶ The supplier shall ensure that any minerals it supplies to the Group are sourced in a manner consistent with the OECD Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, or an equivalent due diligence framework.

4 Climate change and the environment

The supplier shall have identified its climate and environmental risks and impacts and assessed ways of mitigating them. The supplier has put improvement plans into practice and these are reviewed and updated annually. The supplier's energy sources are known, and the supplier has identified opportunities for using renewable energy sources.

The supplier is required as a minimum to apply these principles:

- National and international climate and environmental laws and regulations shall

always be observed.

- The supplier shall work proactively to mitigate negative climate and environmental impacts caused by its operations. This means that the supplier shall take climate-related and environmental challenges into account in all its decisions and set targets for reducing the carbon footprint of its business and have a plan in place to meet these targets.
- The supplier shall be able to document its own climate and environmental impacts and contribute to the Group's reporting where relevant.



5 Animal welfare

Where relevant, the company's business operations shall respect national and international animal welfare standards in line with the work of the World Organisation for Animal Health (WOAH).⁷

⁷ WOAH is an intergovernmental organisation that focuses on disseminating information on animal diseases and improving animal health worldwide. WOAH was established in 1924 and has 183 member states.

6 Health, safety and the environment (HSE)

The supplier shall have health, safety and environment procedures in place that are tailored to and sufficient for the size and complexity of the business. Its employees shall have received appropriate health, safety and environment training in the workplace to be able to manage emergency situations. Employees are required to perform their work duties free from the influence of alcohol or other drugs.

Employees of the supplier shall not be exposed to serious health and safety hazards. The supplier is required to take measures to mitigate any risks. The supplier shall ensure that the workplace environment is always conducive to the health, environment, safety and welfare of its employees. This means that the supplier shall evaluate risks to health and safety in the workplace.

The supplier undertakes to take out employers' liability insurance and any other required insurance for its employees.

The supplier has implemented safe working routines to minimise the risks associated with hazardous work. The equipment that is used is safe and is operated under safe conditions. Warning signs and safety information in the workplace are visible. Workers shall use personal protective equipment and protective clothing that is in full working order and suitable for the risks to which the workers are exposed. Accidents and near misses related to health and safety in the workplace shall be reported, investigated and continuously monitored. Records of accidents and near misses shall be documented. Safety hazards shall be reported, investigated and continuously monitored and reviewed.



7 Business practice

ANTI-BRIBERY AND ANTI-CORRUPTION

The Group has a zero-tolerance approach to bribery and corruption. This applies to both the supplier's conduct towards the Group and other areas of the supplier's business activities.

Corruption is the act of soliciting, receiving or accepting an offer with the intent of obtaining an undue advantage for oneself or another, in connection with a position/function/performance of duties. Corruption is also the act of giving or offering someone an undue advantage in connection with a position/function/performance of duties.

The supplier and its employees shall immediately report any founded or suspected concerns of bribery or corruption via the Group's whistleblowing system.

FINANCIAL CRIME AND CONFLICTS OF INTEREST

The Group has a zero-tolerance approach to all forms of financial crime, including money laundering, deception, embezzlement, fraud, theft and extortion.

The supplier shall avoid putting its employees in a position where conflicts of interest may arise and negatively affect the business relationship with the Group, or otherwise harm the Group.

COMPETITION LAW

The supplier shall act in accordance with national and international competition laws. Any agreement between undertakings, any decision by associations of undertakings and any form of concerted practices, with the aim or effect of preventing, restricting or distorting competition, are prohibited. The abuse of a dominant position by one or more undertakings is prohibited. The supplier shall ensure transparency and integrity in any lobbying of public authorities and refrain from seeking or accepting exemptions not contemplated in the regulatory framework within the areas covered by these ethical standards.

PAYMENT OF TAXES AND DUTIES

The supplier shall comply with its obligations to society by paying taxes and duties without delay. This means that the supplier shall comply with both the letter and the spirit of the tax laws and duty regu-

lations of the countries in which it operates. This includes providing the relevant authorities with timely information that is relevant or required by law for purposes of the correct determination of taxes and duties to be assessed in connection with its operations.

INTERNATIONAL TRADE RESTRICTIONS AND SANCTIONS

Suppliers shall ensure that neither they, their suppliers nor individuals with whom they engage in business are subject to sanctions from the UN, EU or other relevant sanctions.⁸ Furthermore, the supplier shall refrain from any involvement in business that may otherwise be in breach of relevant sanctions. The Group shall be notified immediately if any breaches are suspected. The Group shall be notified immediately of any breaches.

CONFIDENTIAL INFORMATION

Confidential information to which the supplier has access as a result of its business relationship with the Group shall be respected and protected. The information shall be treated with strict confidentiality in accordance with legal and contractual requirements.

In particular, the following shall be deemed to be confidential information:

- Information about or belonging to the Group, its customers, partners, suppliers or other third parties. The Group may require the supplier to sign a non-disclosure/confidentiality agreement.
- Details of the Group's organisation, production equipment, prices, sales, earnings, markets, customers and other business-related matters.

⁸ sanctionsmap.eu/#/main and un.org/securitycouncil/content/un-sc-consolidated-list.



8 Obligations in supply chains

The supplier undertakes to have due diligence guidelines throughout its value chain in compliance with these ethical standards. The obligations of the supplier under this section shall be risk-based and proportionate to the services provided by the supplier to the Group.

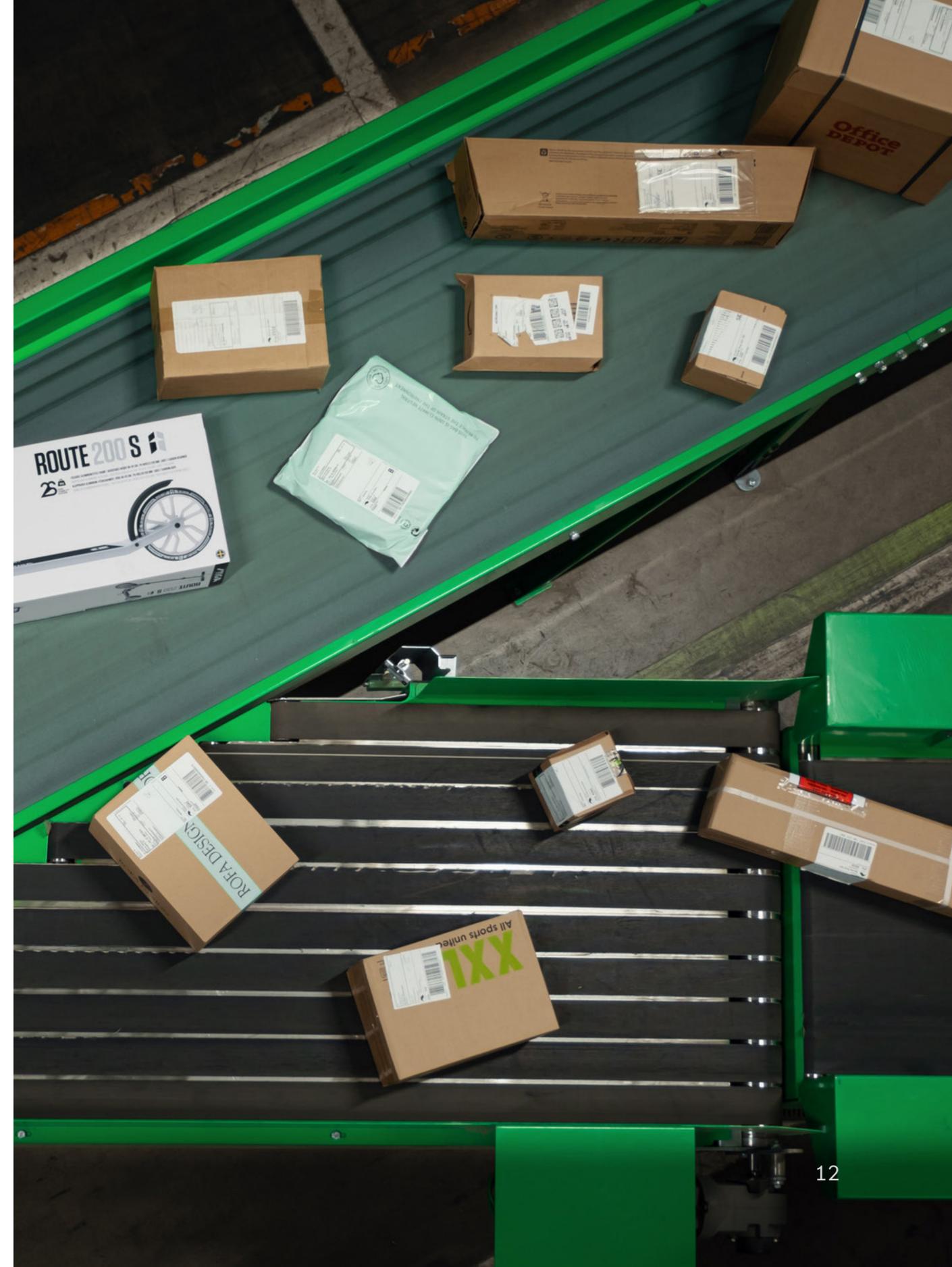
By this we mean that:

- The supplier shall identify risks in the value chain that may have adverse impacts on fundamental human rights and decent working conditions, society and the environment, and shall then take appropriate measures to stop, prevent or mitigate them. Due diligence shall be risk-based and proportionate to the individual supplier's business operations.⁹

- The supplier shall provide the Group with information regarding measures the enterprise has implemented or plans to implement to end actual adverse impacts or mitigate significant risks of adverse impacts, and the results or expected outcomes of these measures.

Furthermore, the supplier shall be able to obtain information about its products' geographical origin and input factors. The supplier shall be able to present certificates, labels or similar documentation in connection with the delivery.

⁹ This means that the measures that an enterprise takes to conduct due diligence should be commensurate to the severity and likelihood of the adverse impact.





9 Notification procedures

Suppliers shall have internal reporting procedures in place, to enable employees to report misconduct. Employees shall be made aware of the whistleblowing system. The term misconduct means any breach or violation of laws and regulations, ethical guidelines and other internal documents that govern key aspects of the supplier's business. The supplier shall ensure that cases of whistleblowing are documented and handled in a confidential and responsible manner. Whistleblowers shall have the option to remain anonymous. Any form of retaliation against persons who report concerns is not tolerated.

The Group's whistleblowing system also handles reports from its suppliers and employees. The individual supplier is required to inform its employees that they have the option to report wrongdoings via the Group's whistleblowing system:

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If there is a well-founded suspicion of bribery or corruption, the supplier is obliged to immediately notify the Group's whistleblowing system, even if it concerns an area of the supplier's business not directly related to the services it provides to the Group.

10 Compliance and procedures

COMPLIANCE AUDIT AND REVIEW

The Group has the right to ask the supplier for documentation to demonstrate compliance with the ethical standards required by the Group. The supplier shall provide such documentation without undue delay in a format deemed appropriate by the Group.

The Group is entitled to request documentation to demonstrate that the requirements of these ethical standards are communicated to subcontractors.

The Group, or a third party designated by the Group, has the right to carry out announced or unannounced audits of the supplier and the supplier's subcontractors to confirm compliance with the requirements of these ethical standards. The right to carry out audits covers all the supplier's or subcontractor's locations. This includes all aspects and components of the supplier's or subcontractor's business processes related to their obligations to the Group. The requirements set forth in this document are the subject of the audits.

The supplier and any subcontractors shall bear their own costs in connection with carrying out and participating in audits.

CONSEQUENCES OF NON-COMPLIANCE BY THE SUPPLIER

If, on the intended contract start date, the supplier does not meet all the requirements set out in these ethical standards, the Group may consider entering into the contract, and supplement it with a plan of action with dates by which the non-compliance issues shall be addressed and rectified.

If non-compliance with these ethical standards is discovered by the Group during the contract term, the Group may consider setting a deadline for rectification of the discrepancy. The deadline will depend on the severity of the discovered non-compliance.

Serious, persistent or repeated breaches of these ethical standards are considered material breaches of the contractual relationship and entitle the Group to terminate the contract. This shall apply, whether or not expressly stated in the contract between the parties.

The supplier shall comply with the provisions of these ethical standards throughout the entire term of the contract with the Group. If the supplier becomes aware of non-compliance with the provisions of these

ethical standards, the Group shall be notified without undue delay.

PROCEDURES

The Group expects the supplier to have procedures in place, or being set up, to ensure compliance with these ethical standards that are tailored to its own organisation. The supplier shall appoint one or more contact persons with responsibility for ensuring that the supplier complies with these ethical standards and for communicating the guidelines to the supplier's employees.

If the supplier uses the services of subcontractors to perform any obligations under the contract, the supplier is responsible for communicating the requirements of these ethical standards, or equivalent policies that are not less stringent, to its subcontractors and partners and for ensuring their compliance with the requirements.

The Ethical Standard has been read and is accepted:

Date

For Supplier