

Supplier Code of Conduct

Last approved date 24/04/2023 (Thomas Løken)
Validity area DCx - Green Mountain

Document category TLP: CLEAR
Document responsible Thomas Løken

Introduction

As a supporter of the principles in the UN Global Compact, Green Mountain adheres to high ethical and environmental standards in the way we conduct business. Green Mountain respects all internationally recognized human rights, including those set out in the International Bill of Human Rights, and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

The said principles include, but are not limited to, the human rights to freedom of association and collective bargaining and the human right not to be subject to forced labour, child labour or discrimination in respect of employment and occupation.

Green Mountain and its employees will comply with the above mentioned and applicable laws in the countries we operate in and follow Green Mountain's Code of Conduct.

Green Mountain expects that suppliers to our company observe the said standards and we expect, as a minimum, that our suppliers require any next tier of suppliers to acknowledge and implement standards in accordance with this or any equivalent standard. Such implementation shall be ensured through contractual clauses or a fully implemented supplier code of conduct.

This Supplier Code of Conduct refers to the entire contract chain, including contractors and suppliers of goods and services, vendors, traders, consultants, and agents. When a reference to a supplier is made, this includes all its personnel, employees, and workers.

All suppliers to Green Mountain are expected to operate in accordance with this or any comparable Supplier Code of Conduct ('SCC').

The SCC is a mandatory requirement and may be subject to occasional audits. To achieve this, Green Mountain expects our suppliers to adopt an open attitude to the monitoring activities that will be implemented and give full cooperation to its own and any third-party auditors employed.

Green Mountain expects our suppliers to establish and maintain management systems that are appropriate and supportive of this SCC's content. Suppliers shall actively review, monitor, and modify their management processes and business operations to ensure they align with the principles outlined in this SCC. Green Mountain updates its ethical standards continuously, and will implement them into already binding contracts. Green Mountain will inform our business partners and suppliers of changes as soon as possible.

Green Mountain expects our suppliers to bring forth any potential ESG challenge to Green Mountain in a timely manner, and to act in good faith to prevent, mitigate or repair any ESG challenge.

All principles contained in this SCC are of equal importance.

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Labour

1. Freedom of Association and Collective Bargaining

Green Mountain expects our suppliers to, without discrimination, recognize and respect the rights of employees to freely seek representation, and join worker's councils, associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as in accordance with the core ILO conventions Freedom of Association and Protection of the Right to Organize Convention, (C 87, 1948) and Right to Organize and Collective Bargaining Convention, (C.98-1949).

Green Mountain recognizes the importance of open communication and direct engagement between workers and management. Suppliers should respect workers' rights to communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference, or reprisal. The supplier shall respect the right of organized employees to conduct collective negotiations. The supplier shall also ensure routines for personnel to raise concerns or request for information related to their business operations without fear of reprisal or retaliation.

2. Forced Labour

Green Mountain expects our suppliers to prohibit any use of forced, bonded or indentured labour, human trafficking or involuntary prison labour and embrace employment practices consistent with ILO conventions pertaining to forced labour: Forced Labour Convention, (c.29-1930) and Abolition of Forced Labour Convention, (C.105-1957).

All work, including overtime work, shall be voluntary and accepted based on mutually agreed, true and transparent conditions and not be performed under any form of direct or indirect mental, physical, or financial coercion, threat of any penalty or sanctions, or which in any other way exploits the vulnerability of the worker. Workers should be free to leave upon reasonable notice.

Employees handing in government-issued identification, passports, or work permits may be standard business practice and acceptable under certain circumstances. However, suppliers shall not force employees to hand over government-issued identification and shall not retain such identity papers or work permits as a condition of employment.

3. Child Labour

Green Mountain expects our suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138-1973) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999).

Green Mountain will not tolerate or use child labour. Green Mountain will not do business with or accept products from suppliers or contractors who use child labour or forced labour in their work or manufacture of products.

Children and young persons under the age of 18 shall not be engaged in hazardous labour to their physical or mental health or safety, including night work. nor hazardous to their morals. Children under the age of 15 (14 or 16 in certain countries) shall not be engaged in labour detrimental to their education.

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4. Non-Discrimination and equal opportunities

Green Mountain expects our suppliers to ensure that all employees are treated fairly and without discrimination. Supplier shall promote equality of opportunity and all workers and personnel shall be treated with respect and dignity. Supplier shall refuse to tolerate any form of harassment or degrading treatment. No employee or worker shall be subject to physical, sexual or psychological harassment or violence or abuse.

Green Mountain does not tolerate any form of discrimination in hiring and employment practices on the grounds of race, skin colour, religion or belief, cultural background, gender, gender identity or gender expression, sexual orientation, age, physical ability, health condition, health information including pregnancy, political opinion, nationality, social or ethnic origin, union membership or affiliation, marital status or any other characteristic protected by applicable law.

Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C. 111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), Green Mountain also discourages discrimination regarding access to training, promotion, and rewards.

5. Working Hours and employment conditions

Green Mountain expects our suppliers to comply with applicable laws and industry standards, hereunder collective bargaining agreements, for working hours and resting hours, including overtime working hours as well as annual, sick and parental leave, and any other applicable leave regulations. Green Mountain expect our suppliers to refrain from imposing working and overtime hours that are excessive and that affect the right to a private and family life.

Working hours should not jeopardize the individual worker's health and safety. In determining the maximum number of working hours, suppliers should apply the most stringent of applicable laws or relevant International Labour Organization Conventions. Workers should be able to decline excessive overtime without fear of discrimination or retaliation.

Supplier shall ensure that personnel are provided with a written description of the terms and conditions of employment in a language they understand.

6. Compensation

Green Mountain expects our suppliers to ensure that wages paid for a standard working period shall, at a minimum, meet the legal or industry minimum standards and be sufficient to meet the basic needs of our employees and be a fair compensation.

Green Mountain expects that information about salaries and other benefits is regularly communicated to all employees clearly and precisely, and in a language employees can understand.

Salaries and benefits shall be paid in full compliance with applicable legislation. Everyone shall receive a timely wage statement. Deductions in wages shall only be permitted if and to the extent prescribed by applicable law, regulations, and applicable collectively bargained agreements.

Hiring personnel is not done to avoid the company's obligations to personnel under applicable laws, social legislation and associated regulations (ref. social dumping).

Human Rights

1. Human Rights

Green Mountain expects our suppliers to support and respect the protection of internationally proclaimed human rights and ensure that they are not complicit in human rights abuses.

2. Harassment, Harsh or Inhumane Treatment

Green Mountain expects our suppliers to treat everyone they come into contact with through work or work-related activities with courtesy and respect. Green Mountain also expects its suppliers to create and maintain an environment that treats all employees with dignity and respect.

Green Mountain AS has no tolerance for threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse.

No harsh or inhumane treatment, coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

3. Health and Safety

Green Mountain expects our suppliers to follow all relevant and applicable legislation, regulations and directives in the country they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. Every employee shall have free and ready access to clean drinking water, available and clean food preparation, storage and eating facilities, adequate ventilation, light and temperature levels, and acceptable levels of noise, dust and pollution, if applicable.

Green Mountain expects our suppliers to not conduct work that puts their employee's health or life in danger under no circumstances. Green Mountain thus expects our suppliers to ensure that all workers have a healthy and safe workplace where they are protected from accidents, injuries and work-caused illness. Workers should be safeguarded from outside threats and dangers. Hereunder, Supplier shall ensure that its employees' potential exposure to safety hazards, such as machines, equipment or substances or other chemical, biological or physical agents, are identified, assessed and controlled through proper design and/or preventative maintenance and safe work procedures. Hazardous substances in chemical products shall be handled, transported, stored and recycled and disposed of safely. Where hazards cannot be adequately controlled by such measures, employees shall be provided with appropriate personal protective equipment to minimize the risks associated with handling the materials, and with proper care in case of exposure.

Supplier shall recognize that adequate information and training is integral in securing employees' health and safety. Supplier shall make safety information available to everyone in order to educate, train and protect Employees from safety hazards. Every employee shall receive adequate training necessary for the employee to be safe at work.

Supplier shall have adequate emergency preparedness procedures in place in order to identify and assess potential emergency situations. Emergency plans, fire safety and response procedures shall be implemented, including employee notification and evacuation procedures. Supplier shall also have adequate training and evacuation drills for employees. Training program and drills shall be periodically reviewed and approved by local authorities, if available.

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Supplier shall take appropriate measures to identify, evaluate, control, and reduce employees exposure to ergonomic strains and risks, such as prolonged sitting and standing, unhealthy or strainful working conditions, repetitive motions, etc.

Workers' accommodation shall be safe, clean and adequate as living space.

4. Drugs and Alcohol

Green Mountain expects the personnel and workers of our suppliers to not be under the influence of alcohol or narcotic substance during working hours. They should not use intoxicating substances in their free time so that it leads to absence, unsatisfactory work or lack of fulfilment of safety and quality requirements.

Bribery, Corruption and fair competition

1. Corruption

Green Mountain expects our suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

No one shall directly or indirectly, offer, promise, give, request, demand or accept bribes or other improper advantages in order to achieve or retain business. This applies whether the advantage is offered directly or through an intermediary. This also applies to offering, promising or giving any inappropriate benefits to government officials (or other third parties) to perform an official act or refrain from acting in connection with performing their public duty.

2. Conflict of Interest

Suppliers shall uphold the highest ethical standard in its business interactions. Supplier shall conduct its business openly and shall avoid conflicts of interests that could interfere in its professional business decisions.

Supplier shall disclose its corporate structure, including details, when requested by Green Mountain.

Suppliers shall disclose to Green Mountain any situation that may appear as a conflict of interest and/or if any employee or professional under contract with Green Mountain may have any interest in the supplier's business or any economic ties with the supplier.

Green Mountain and its employees will not, and our suppliers will not, under any circumstance, take part in, or attempt to influence, a decision that may lead to an actual or perceived conflict of interest with customers or suppliers. This applies to business and personal interests, economic or otherwise, directly or through someone closely related. If a potential conflict of interest comes to light, Green Mountain will, without hesitation, notify the customer or supplier.

In principle, Green Mountain is not opposed to employees accepting tasks in other companies or organizations, but all such appointments shall be made known to and approved by the CEO at Green Mountain.

Employees cannot have paid work of any importance outside the company without permission.

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3. Gifts and Hospitality

Green Mountain expects our suppliers to be careful with accepting or offering any gift or offer of hospitality that may influence the receiver's integrity.

Green Mountain will not accept nor offer any benefits in order to facilitate its own or the supplier's business with the company. Employees, representatives, partners or others closely associated with Green Mountain are not to give or accept gifts, favours, entertainment or other means of persuasion that could be perceived as unfairly influencing business decisions or relationships.

Expenses, gifts or other services are not to be offered or received in connection with contract tenders, evaluations or other awards. Social events, meals, or entertainment may be offered if there is a very clear reason, but expenses should be kept within reasonable limits. Nevertheless, the extent of these exceptions shall not influence any decision-making process or give a reason for suspecting that this has happened.

4. Anti-Trust and Fair Competition

Supplier shall promote free and respect free competition. Accordingly, Supplier shall adhere to all applicable competition, anti-trust and fair-trade laws and regulations. Supplier shall abstain from having any anti-competitive discussions. Supplier shall also abstain from anti-competitive agreements, such as the fixing of prices, sharing of markets, or other activities detrimental to the free market, such as customer allocation.

Respecting Affected Community Members

Green Mountain expects our suppliers to respect the human rights of the community members they affect, including in relation to their use of land, water and other natural resources.

Providing Access to Remedy

Green Mountain will provide or cooperate in providing appropriate remediation, including, where relevant, through effective grievance mechanisms, where we have caused or contributed to adverse human rights impacts.

Green Mountain expects our suppliers to adopt a similar commitment to enable effective remedy to any adverse human rights impact occurred in the course of their operations.

Data Protection & Privacy

Green Mountain expects suppliers to adhere to all applicable laws related to data protection and privacy, e.g., GDPR. Suppliers shall respect the intellectual property rights of Green Mountain and others and shall safeguard such against cyber-attacks, misuse, mishandling, and other improper disclosures. Supplier shall also protect confidential information and to have sufficient controls in place to prevent and manage cyber-attacks. Suppliers who have access to Green Mountain's data shall follow the international best practice for cyber security, such as ISO/IEC 27000 or equivalent in order to secure Green Mountains data and information.

Third party risk management

Green Mountain expects our suppliers to conduct the appropriate levels of due diligence and risk assessments in accordance with the OECD Guidelines for Multinational Enterprises for any sub-suppliers or other third parties used for the execution of contractual agreements with Green

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Mountain and to introduce the principles of this document to sub-suppliers and ensure their understanding and adherence to these same principles for the duration of the business relationship.

Due diligence for responsible business conduct

Green Mountain expects our suppliers to conduct, in accordance with the OECD Guidelines for Multinational Enterprises, due diligence in order to identify, prevent or mitigate and account for how actual and potential adverse impacts on human rights, workers, bribery and the environment are addressed and immediately and in writing account for any identified potential or actual adverse impact.

Environment and energy consumption

Green Mountain expects our suppliers to continuously work towards reducing climate impact by complying with the requirements of national and international agreements on reducing emissions to land, air, and water. Suppliers shall establish net zero greenhouse gas (GHG) emissions within 2040, at the latest. As a first step, Supplier shall develop and implement targets and a plan to reduce the GHG emissions of their own operations. The plan shall also cover Suppliers logistics systems, scope 1 and 2, in accordance with the 1.5 degree scenario as presented by the UNFCCC Paris Agreement.

Supplier shall monitor, track and document its progress. Upon request from GM, Supplier shall provide full and adequate documentation of the plan, Supplier's progress, and achieved results and progress of the reduction plan.

Supplier shall monitor and reduce its energy consumption and promote use of renewable energy sources in its operations and its logistics system. When procuring energy, Supplier shall consider and respect the rights of local communities, and indigenous people, and Supplier shall seek to limit the impact its energy sources has on nature.

Supplier shall monitor, track and document its consumption of water and foster opportunities for reducing its consumption with an overall aim of responsible water consumption. All wastewater from Supplier's production of products or parts for products supplied to Green Mountain shall be treated and cleaned to a minimum level, in accordance with local law.

Circular economy

Supplier shall make efforts to deliver circular business models for the products delivered to Green Mountain. Supplier shall make efforts to provide that the product packaging is made in accordance with internationally recognized circular principles.

Supplier shall document fully such efforts upon request from Green Mountain, upon request.

Supplier shall monitor, track and treat liquid and solid waste generated by its operations, its industrial processes and sanitation facilities. Supplier shall recycle all waste, where available, and foster opportunities for improvement and the minimalization of waste. All packing delivered to Green Mountain which becomes waste after delivery, shall be optimized for recycling. Hereunder, Supplier shall use non-complex materials, and/or materials which are suitable for local recycling.

Minerals and materials

Supplier's due diligence shall cover all extraction, transport, trade, sourcing, export and handling of materials and minerals in its supply-chain. Supplier shall conduct adequate due diligence following the OECD Due Diligence Guidelines for Responsible Supply Chains of Minerals from Conflict-Affected and High- Risk Areas.

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Supplier shall give specific attention to sourcing, extraction and handling of tantalum, tin, tungsten, and gold, as well as cobalt (or their smelted derivatives). The due diligence shall also cover other materials which may contribute directly or indirectly to human rights violations and/or climate change. The due diligence shall be conducted in such a way that Green Mountain upon request may be provided with reliable information to determine the origin and source of such materials and minerals.

Supplier shall ensure that its provider of such minerals and materials ensure early and regular communication with involved landowners, indigenous peoples, and other relevant stakeholders, that is informative, easy to understand and transparent. Supplier's supplier shall be obliged to negotiate and agree contracts with relevant landowners transparently, in good faith and after having shared all appropriate information. When working on other people's land, the supplier's supplier shall ensure that appropriate biosecurity requirements are maintained. The supplier and its supplier shall also ensure that impact on land or landowner is minimized or avoided.

Supplier shall ensure that, when suitable alternatives exist, materials and methods posing potential environmental, climate or health related risks (both to workers, and other stakeholders) are substituted with lower risk methods and materials.

Supplier shall have a policy and process in place to ensure that any of these materials in the manufactured products of Supplier directly or indirectly finance or benefit state or non-state armed groups or security forces that are perpetrators of human rights abuses or in any other way directly or indirectly contribute to human rights violations. Supplier shall ensure that all smelters and refiners of tantalum, tin, tungsten, gold and cobalt (or their smelted derivatives) which the Supplier uses for its services take part and actively engage in third party audit programs and provide any information on such smelters and refiners upon request from Green Mountain.

Supplier shall not directly or indirectly contribute to illegal deforestation through its procurement of minerals or materials. Supplier shall ensure that all timber products which are procured are either FSC or PEFC certified, sourced from a plantation or recycled timber, or licensed under the FLEGT system. Supplier shall abstain from not procure minerals or materials which are mined or procured from the deep seabed, or which are sourced without respecting the rights of indigenous, including the financing of such activities.

Supplier shall never supply Green Mountain with products which are made from endangered species. Supplier may only use materials originating from species that are classified as least concern (LC) by the IUCN Red List.

Anti-Money Laundering & Terrorist Financing

Green Mountain expects our suppliers to observe all applicable laws and regulations related to anti-money laundering and terrorist financing and to implement and operate sufficient screening and monitoring controls for transactional and source-of-funds transparency.

Continuous Improvement

This SCC provides the minimum standards expected of suppliers.

Green Mountain expects our supplier to strive to promote and improve the purposes arising from this SCC, hereunder through continuous due diligence processes in accordance with the UN guidelines on responsible business conduct and the Norwegian Transparency Act. Supplier will seek and work for continual dissemination and adherence to the SCC. It is expected that supplier

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encourage and work with their own suppliers to ensure that they also strive to meet the principles of this SCC.

The standard of the expectations according to this SCC shall always develop and improve in accordance with the developments in current legislation and the development of society in general.

Actions in the event of non-compliance

Non-compliance of the supplier with any of the principles set out in this SCC will be considered as a violation of the supplier's contractual agreement with Green Mountain. Supplier shall be obligated to immediately implement adequate measures to cease, prevent or mitigate any non-compliance, and must, if required by Green Mountain, cooperate with Green Mountain and/or affected stakeholders and rights-holders to right any non-compliance.

Non-compliance of the supplier with any of the principles set out in this SCC gives Green Mountain the right to:

- Demand correction
- Implement a temporary stop in all or part of the delivery
- Demand the supplier to change consultant or subcontractor
- Claim compensation for financial loss

Regardless of the above mentioned, Green Mountain has the right to terminate its relationship with the supplier with immediate effect in case of non-compliance with any of the principles set out in this SCC.

Green Mountain reserves the right to access and audit all relevant documentation of the supplier if a breach of the principles in this SCC is suspected.

Ensure compliance with Green Mountain's SCC

Green Mountain reserves the right to review the supplier's compliance with the requirements of this SCC regularly, either through self-assessment by the supplier or through (on-site) audits. Green Mountain also has the right to track the implementation of measures that are put into place to cease, prevent or mitigate non-compliance. All legally required permits, approvals, licenses, registrations, inspections and related reports shall be in place, up to date and available for Green Mountain's inspection upon request,

Acknowledgement of Green Mountain's obligation to provide information according to the Norwegian Transparency Act section 6

Supplier acknowledges and accepts that Green Mountain, according to the Norwegian Transparency Act section 6, has an obligation to provide information to any person that requires so related to how Green Mountain addresses actual and potential adverse impacts pursuant to section 4 of the Norwegian Transparency Act. This includes information relating to actual adverse impacts on fundamental human rights and decent working conditions that Green Mountain is familiar with and that are directly linked with the Green Mountain's operations, products or services via Green Mountain's supply chain or business partners, irrespective of any duty of confidentiality towards Supplier.

Supplier agrees that Green Mountain may provide such information without being on breach of any confidentiality obligation towards Supplier.

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Sanctions

Sanctions” for the purposes described below means any laws or regulations adopted, maintained or enforced by the United Nations or Norway, directed at prohibiting or restricting dealings with certain countries, territories, governments or special designated persons or entities, or any goods or services prohibited or restricted from dealings or transfer of any kind to or with to certain countries, government, legal entities, individuals or certain destination, including export control laws.

Supplier represents and warrants that it will comply with all applicable Sanctions in its performance of its dealings with Green Mountain, including, but not limited to, by obtaining all required government licenses for any export, re-export, import or transfer of items (goods, technology or software/source code) pursuant to its dealings with Green Mountain.

“Sanctions List” for this purpose means any list of sanctioned individuals, entities, governments, countries or territories adopted, maintained or enforced under any Sanctions (including, without limitation, the European Union financial sanctions list and any list of persons or entities designated for financial sanctions under United Nations Security Council Resolutions)

Supplier represents and warrants that neither it, nor to its knowledge any of its owners, subcontractors, or end-users or customers, are i) listed on a Sanctions List, or owned (in whole or in part) or otherwise controlled, directly or indirectly, by any person or entity listed on a Sanction List or ii) resident or incorporated under the laws of any country or territory where goods or services relevant for Suppliers dealings with Green Mountain is subject to any Sanctions or Export Control Laws. Purchaser undertakes immediately to notify Green Mountain in writing should it become aware of any changes in this respect.

Where Supplier or an individual or entity owning 50% or more of Supplier or that in any other way controls Supplier (directly or indirectly), is or becomes listed on any Sanctions List, or any of the goods or services are subject to any Sanctions, this always constitutes a substantial breach of any contract with Green Mountain and gives the Green Mountain a right to terminate any contract with immediate effect.

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Declaration by Supplier

By signing this document, we confirm that we fulfil the requirements set forth in this SCC. We also confirm that we will inform Green Mountain in writing of areas where we do not meet the requirements, and we guarantee our willingness to start a process of improving our performance. Upon Green Mountain's request, we will provide supporting documentation with respect to the fulfilment of the requirements.

We will also ensure implementation of the principles set forth in this SCC towards our business partners and suppliers.

Green Mountain AS may audit our compliance with this SCC and quality system at its discretion and expense. We acknowledge that Green Mountain reserves the right to perform unannounced audits, but that Green Mountain will generally notify us of compliance audits in advance.

Supplier's name	
Org. number	
Address	

Place		Place	
Date		Date	
Name		Name	
Signature Supplier		Signature Green Mountain	