**OFFICE TRANSLATION**

# PROCUREMENT AND ACQUISITIONS - TEMPLATE - AGREEMENT ON RESPONSIBLE BUSINESS CONDUCT

Approval date: 6 November 2023
Valid for Avinor AS, Svalbard Airport
Version 5.0

## 1 SCOPE

Avinor is working systematically to combat all forms of corruption, discrimination, environmental crime and harassment. Avinor is member of Global Compact and Ethical trade Norway. We emphasize having a sustainable business practice that respects people, society and the environment and we have drawn up guidelines for suppliers/tenants and subcontractors that correspond to our own policy. This implies focusing on contractual partners, suppliers, and sub-suppliers to ensure that these companies have ethics guidelines and take their social corporate responsibility seriously. Avinor assume that our contractual partners sign our agreement on responsible supplier behavior.

## 2 DESCRIPTIONS

Suppliers / tenants who wish to compete for a contract with Avinor must undertake to comply with our principles for responsible business conduct.

These requirements stipulate all of Avinor's principles relating to human rights, working standards, HSE, and forbidden business practices. The provisions of the agreements allow for audits of each supplier / tenant to be conducted. A material breach of an agreement regarding responsible business practice entitles Avinor to terminate all applicable agreements with the supplier if critical conditions are not followed up satisfactorily.

The agreements are available in Norwegian and English. In case of discrepancies between the wording in the different languages, the Norwegian text shall take precedence. Use the agreement in the language that is relevant, delete the remaining agreement in the other language

## 3 REGISTRATIONS

This cover page provides you with information about the template itself. The cover page should not be included in the final document that will be saved as documentation. Once the template is downloaded, you can delete pages 1 and 2.

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## 4 INTERFACES AND REFERENCES TO PROCESSES AND DOCUMENTS

This template is used by the following:
10. Procurement and Acquisitions

5.1 Market Orientation, Business Development, and Follow-up-up

## 5 ATTACHEMENTS

None.

## 1 AGREEMENT ON RESPONSIBLE BUSINESS CONDUCT

This Agreement on Responsible Business Conduct (the "Agreement") is entered into by and between Avinor AS, org. no. 985 198 292, and/or its subsidiaries, hereinafter referred to as the "Client," and the contracting party, hereinafter referred to as the "Contracting Party." The Client and the Contracting Party are hereinafter collectively referred to as the "Parties," and individually as the "Party," depending on the context.

### 1.1 PURPOSE

Avinor strives to maintain a sustainable business practice that respects people, society, and the environment, and has therefore developed guidelines for our contracting parties. We expect our contracting parties to work purposefully and systematically to comply with our guidelines for contracting parties, including principles for sustainable business practices. These principles cover fundamental requirements related to human rights, labor rights, anti-corruption, animal welfare, and the environment. The purpose of this Agreement is to establish a formal framework between the Client and the Contracting Party, enabling the Parties to collaborate to ensure responsible business conduct throughout the entire chain involved in the delivery of goods and/or services to the Client (the "Supply Chain").

### 1.2 AGREEMENT

In addition to this contract document, the following will constitute an integral and binding part of the Agreement:

Section 2: The Client's Principles for Responsible Business Conduct, and, if applicable,
Section 3: The Contracting Party's Improvement Plans.

### 1.3 COMPLIANCE WITH PRINCIPLES FOR RESPONSIBLE BUSINESS CONDUCT

The Contracting Party shall comply with the provisions set forth in the Client's Principles for Responsible Business Conduct (the "Principles"), as outlined in Section 2, subject to the limitations described in the initial improvement plan (cf. Article 1.4) or improvement plans agreed upon between the Parties at a later stage (cf. Article 11.1). The Contracting Party shall also strive for improvements if any non-compliance with the Principles ("Deviations") is identified.

To ensure compliance with the requirements of the Agreement and the Principles, as well as to prevent and address any deviations from the requirements, the Contracting Party shall, no later than six months after the start of the contract, have policies and procedures in place for due diligence in line with good practice. This includes conducting their own risk assessments for negative impacts on people, society, and the environment, and taking steps to cease, prevent, and mitigate such impacts. Businesses covered by the Transparency Act (Norwegian Act on Enterprises' Transparency and Work on Fundamental Human Rights and Decent Working Conditions) must have these measures in place at the start of the contract.

This means that the Contracting Party shall identify, prevent, mitigate, and account for how they address risks of negative impacts on the requirements of the Agreement and the Principles, and remedy any harm caused. In line with the due diligence methodology, stakeholders, particularly affected rights holders, shall be involved. Serious risks, regardless of where in the supply chain the risk occurs, shall be prioritized first.

## 1.4 INITIAL IMPROVEMENT PLAN

### 1.4.1
To the extent that the Parties are aware of Deviations at the time of entering into the Agreement, such Deviations shall be described in Section 3 as an initial improvement plan (the "Initial Improvement Plan") that is acceptable to the Client and includes deadlines for the improvement measures.

### 1.4.2
The Contracting Party shall address the Deviations identified in accordance with the requirements set forth in the Initial Improvement Plan. The measures shall be carried out at the Contracting Party's own expense.

## 1.5 REFLECTION OF REQUIREMENTS IN THE CONTRACT

### 1.5.1
The Contracting Party shall contractually reflect all rights and obligations established in the Agreement, including the Principles (hereinafter collectively referred to as the "Requirements"), back-to-back with its own suppliers, including contractors, service providers, business partners, etc. (hereinafter referred to as "Subcontractors") in the supply chain. Upon request from the Client, the Contracting Party shall document that the Requirements are contractually reflected with the Subcontractors by providing the Client with copies of the relevant signed contracts where the actual rights and obligations are stipulated.

### 1.5.2
Regarding other levels in the supply chain, the Contracting Party shall work to ensure that the Requirements are indirectly reflected throughout the entire supply chain, in the sense that each level passes the Requirements on to the level below..

## 1.6 INCREASED AWARENESS
To ensure increased awareness, the Contracting Party shall ensure that all relevant employees within its organization receive appropriate training and are provided with guidelines for implementing the provisions set forth in the Principles.

## 1.7 MONITORING ACTIVITIES OF THE CONTRACTING PARTY

### 1.7.1
The Contracting Party shall effectively monitor compliance with the Principles within its own organization.

### 1.7.2
The Contracting Party shall effectively monitor that the operations of Subcontractors are conducted in accordance with the Principles and the requirements established in the Agreement. Monitoring of Subcontractors shall be carried out in accordance with the monitoring guidelines distributed by the Client and shall include unannounced inspections at worksites as well as interviews with workers freely selected by the Contracting Party.

## 1.8 REPORTING OF DEVIATIONS

**1.8.1**
The Contracting Party shall ensure that workers can report any matters related to Deviations, both internally and externally (including to the Client), without risking negative consequences or repercussions.

**1.8.2**
Deviations from the Principles within the Contracting Party's own organization that are not included in the Initial Improvement Plan (cf. Article 1.4) shall be reported by the Contracting Party to the Client without undue delay.

**1.8.3** If the Contracting Party becomes aware of Deviations, including from the Principles, within the Subcontractor's organizations, the Contracting Party shall report this to the Client without undue delay.

## 1.9 THE CLIENT'S SUPERVISION ACTIVITIES

**1.9.1**
The Client and/or its authorized representative and/or the Client's parent company (Avinor AS) shall have the right to conduct supervision of the Contracting Party to effectively assess whether the Contracting Party is acting in compliance with the Agreement, including the Principles. This right of supervision includes the Client and/or its authorized representative and/or Avinor AS having the right to carry out audits and investigations, including unannounced inspections and interviews with randomly selected workers at the Contracting Party's premises and/or work sites and/or other locations where work is being performed on behalf of the Contracting Party. The Client has the right to request and receive additional information if deemed necessary.

**1.9.2**
The Contracting Party shall make its best efforts to facilitate the Client's ability to conduct monitoring as mentioned in Article 1.9.1 at every level of the Supply Chain.

**1.9.3**
The Client reserves the right to collaborate with other public contracting authorities in the follow-up of due diligence assessments for responsible business conduct. The Client reserves the right to share audit reports and, within the framework of applicable laws, to share relevant information and documentation from contract follow-up. The Client shall ensure that the information is shared in a responsible manner.

## 1.10 THE CLIENT'S HANDLING OF INFORMATION

**1.10.1**
Information about Deviations that is not publicly available shall, to the extent such information is not related to any potential termination or cancellation of the Agreement, be treated confidentially by the Client. However, this obligation shall not prevent the Client from sharing the information with Avinor AS.

**1.10.2**
The Client and/or Avinor AS shall, as part of their ongoing public reporting, have the right to disclose information about Deviations within the Supply Chain at an aggregated level, provided

that the identity of the Contracting Party and/or relevant Subcontractors responsible for the breach of the Agreement is not revealed.

## 1.11 OBLIGATION TO REMEDY DEVIATIONS WITHIN THE CONTRACTING PARTY'S OWN ORGANIZATION

**1.11.1**
Deviations that are identified, whether reported by the Contracting Party or through other means, including the Client's own supervision of the Contracting Party, shall be remedied at no cost to the Client. The improvement measures shall be described in an improvement plan that is acceptable to the Client and shall include deadlines for the completion of the improvement measures. The improvement plan shall be prepared by the Contracting Party without undue delay and included as Section 3 of this Agreement.

**1.11.2**
Deviations from Article 2.6 of the Principles (prohibited business practices) shall normally result in the termination of the Agreement and shall not be addressed through improvement plans unless otherwise determined by the Client.

## 1.12 OBLIGATION TO IMPLEMENT IMPROVEMENT MEASURES FOR SUBCONTRACTORS

**1.12.1**
The Contracting Party shall ensure the remediation of Deviations within the Subcontractor's organization at no cost to the Client. The Client shall have the right to instruct how Deviations related to the Subcontractor's operations are to be addressed by the Contracting Party. The improvement measures shall be described in an improvement plan that is acceptable to the Client and shall include deadlines for the completion of the improvement measures.

**1.12.2**
Deviations from Article 2.6 of the Principles (prohibited business practices) shall normally result in the replacement of the relevant Subcontractor, see Article 1.12.3, and shall not be addressed through improvement plans unless otherwise determined by the Client.

**1.12.3**
If a Subcontractor acts in a manner that constitutes a material breach of this Agreement (cf. Article 1.15), the Contracting Party shall, at the Client's request, replace the Subcontractor with another subcontractor for the supply of goods and/or services to the Client. The replacement subcontractor must agree to strive to conduct its business in compliance with the requirements set forth in the Agreement, including the Principles.

## 1.13 RELATIONSHIP TO EXISTING AGREEMENTS

In the event of any discrepancies between the provisions set forth in this Agreement and the provisions in other contracts entered into between the Client and the Contracting Party, whether entered into before or after the signing of this Agreement (hereinafter referred to as "Existing Agreement(s)"), the provisions of this Agreement shall take precedence.

## 1.14 DURATION

The Agreement shall remain in effect for as long as an Existing Agreement is in force between the Parties.

## 1.15 TERMINATION OF THE AGREEMENT

**1.15.1**
In the event of a material breach of this Agreement, the Client shall have the right to terminate all Existing Agreements, or alternatively all orders under such agreements, upon providing 14 calendar days' written notice. The Contracting Party further agrees that the Client shall also have the right to pursue other remedies in accordance with applicable law, including the right to demand specific performance of all requirements set forth in this Agreement, including the Principles.

**1.15.2**
The following non-exhaustive list of circumstances shall always be considered material breaches of the Agreement:
a) Any breach of Sections 2.6.1, 2.6.3, and 2.6.4 of the Principles;
b) Any breach of Chapter 1.5 of the Agreement;
c) Where serious breaches of the provisions set forth in the Principles persist within the Contracting Party's operations despite written requests from the Client to remedy the Deviations, cf. Article 1.11 of the Agreement; or
d) Any breach of Article 1.12.3 of the Agreement.

**1.15.3**
If the Client exercises its right to terminate one or more of the Existing Agreements with the Contracting Party due to material breaches of this Agreement, such termination shall not be considered a breach by the Client of any of the Existing Agreements that are terminated on this basis. The Contracting Party agrees that no penalties, termination fees, etc., may be imposed on the Client under the Existing Agreements due to termination or cancellation pursuant to this Agreement.

## 1.16 GOVERNING LAW AND JURISDICTION

**1.16.1**
This Agreement is exclusively governed by and shall be interpreted solely in accordance with Norwegian law.

**1.16.2**
The Principles shall be interpreted in light of relevant international conventions addressing similar topics as the Principles (including the UN Human Rights Conventions and the ILO Core Conventions).

**1.16.3**
Any dispute or claim relating to the Agreement, or arising from or in connection with it, shall be subject to the exclusive jurisdiction of the Oslo District Court.

*****

**Client**

Place and date _____
Company name _____
Signature _____

**Contracting Party**

Place and date _____
Company name and
organization number _____
Signatur _____

## PRINCIPLES FOR RESPONSIBLE BUSINESS CONDUCT

The following principles form the basis for Avinor's expectations and requirements for responsible and sustainable business conduct. We expect all our suppliers to adhere to these principles and impose the same requirements on their subcontractors.

### 1 RELATIONSHIP TO NATIONAL LAWS

**1.1**
In addition to complying with the provisions of these Principles for Responsible Business Conduct (hereinafter referred to as the "Principles"), the Contracting Party shall comply with all applicable provisions or decisions authorized by or pursuant to law ("Legislation").

**1.2**
If applicable national Legislation and the Principles address the same matter and are not in conflict with each other, the highest standard shall apply.

**1.3**
If provisions in the Principles conflict with applicable national Legislation in such a way that applying the Principles would constitute a violation of the applicable national Legislation, the highest standards that are compatible with the applicable national Legislation shall apply.

### 2 FORCED LABOR/SLAVE LABOR (ILO CONVENTIONS NO. 29 AND 105)

**2.1**
No form of forced labor, slave labor, or involuntary work shall occur.

**2.2**
Workers shall not be required to provide deposits or identity documents to their employer and shall be free to terminate their employment with reasonable notice.

### 3 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING (ILO CONVENTIONS NO. 87, 98, 135, AND 154)

**3.1**
Workers shall, without exception, have the right to join or establish trade unions of their own choosing and to engage in collective bargaining. Employers shall not interfere with, obstruct, or oppose trade union activities or collective bargaining.

**3.2**
Trade union representatives shall not be discriminated against or prevented from carrying out their trade union work.

**3.3**
If the right to freedom of association and/or collective bargaining is restricted by law, the employer shall facilitate and not obstruct alternative mechanisms for free and independent organization and negotiation.

## 4 CHILD LABOR (UN CONVENTION ON THE RIGHTS OF THE CHILD, ILO CONVENTIONS NO. 138, 182, AND 79, ILO RECOMMENDATION NO. 146)

**4.1**
The minimum age for workers shall not be less than 15 years and must comply with the national minimum age for employment or the minimum age for compulsory schooling, whichever is higher. If the local minimum age is set at 14 years in accordance with the exception in ILO Convention 138, this may be accepted.

**4.2**
The recruitment of child laborers in violation of the aforementioned minimum age requirements shall not occur.

**4.3**
Children under the age of 18 shall not perform work that is harmful to their health, safety, or morals, including night work.

**4.4**
Action plans shall be established for the prompt elimination of child labor that is in violation of ILO Conventions 138 and 182. These action plans shall be documented and communicated to relevant personnel and other stakeholders. Support schemes shall be provided to ensure that children have access to education until they are no longer of compulsory school age.

## 5 DISCRIMINATION (ILO CONVENTIONS NO. 100 AND 111 AND UN CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN)

**5.1**
There shall be no discrimination in hiring, compensation, training, promotion, termination, or retirement based on ethnicity, caste, religion, age, disability, gender, marital status, sexual orientation, trade union activity, or political affiliation.

**5.2**
Protection shall be established against sexually intrusive, threatening, abusive, or exploitative behavior, as well as against discrimination or dismissal on unjustified grounds, such as marriage, pregnancy, parental status, or HIV-positive status.

## 6 BRUTAL TREATMENT (UNIVERSAL DECLARATION OF HUMAN RIGHTS/UDHR)

**6.1**
Physical abuse or punishment, or the threat of physical abuse, is prohibited. This also applies to sexual or other forms of abuse and other forms of humiliation.

## 7 HEALTH, ENVIRONMENT, AND SAFETY (ILO CONVENTION NO. 155 AND RECOMMENDATION NO. 164)

**7.1**
Efforts shall be made to ensure workers have a safe and healthy working environment. Hazardous chemicals and other substances shall be handled responsibly. Necessary measures shall be

implemented to prevent and minimize accidents and health injuries resulting from or related to workplace conditions.

**7.2**
Workers shall receive regular and documented training in health and safety. Health and safety training shall be repeated for newly hired and reassigned workers.

**7.3**
Workers shall have access to clean sanitary facilities and safe drinking water. If relevant, the employer shall also provide access to facilities for the safe storage of food.

**7.4**
If the employer provides accommodation, it shall be clean, safe, adequately ventilated, and equipped with access to clean sanitary facilities and safe drinking water.

## 8 WAGES (ILO CONVENTION NO. 131)

**8.1**
Workers' wages for a normal workweek shall at least comply with national minimum wage regulations or industry standards, whichever is higher. Wages shall always be sufficient to cover basic needs, including some savings.

**8.2**
Wage terms and payment conditions shall be contractually agreed upon in writing before work begins. The agreement shall be understandable to the worker.

**8.3**
Wage deductions as a disciplinary measure are not permitted.

## 9 WORKING HOURS (ILO CONVENTIONS NO. 1 AND 14)

**9.1**
Working hours shall comply with national laws or industry standards and shall not exceed the working hours set forth in applicable international conventions. Normal working hours per week shall generally not exceed 48 hours.

**9.2**
Workers shall have at least one day off per 7 days.

**9.3**
Overtime shall be limited and voluntary. The recommended maximum overtime is 12 hours per week, resulting in a total of 60 working hours per week. Exceptions to this may be accepted if regulated by a collective agreement or national law.

**9.4**
Workers shall always receive overtime pay for hours worked beyond normal working hours (see point 9.1 above), at a minimum in accordance with applicable laws.

## 10 REGULAR EMPLOYMENT

**10.1**
Obligations towards workers, in accordance with international conventions, national laws, and regulations on regular employment, shall not be circumvented through the use of short-term engagements (such as contract workers, casual labor, and day laborers), subcontractors, or other labor arrangements.

**10.2**
All workers are entitled to an employment contract in a language they understand.

**10.3**
Apprenticeship programs shall be clearly defined in terms of duration and content.

## 11 MARGINALIZED POPULATIONS

**11.1**
The production and use of natural resources shall not contribute to the destruction of the resource and income base of indigenous peoples or other marginalized populations, for example, by seizing large areas of land, irresponsible use of water, or other natural resources that these populations depend on.

## 12 ENVIRONMENT

**12.1**
Negative environmental impacts shall be reduced throughout the entire value chain. In line with the precautionary principle, measures shall be implemented to continuously minimize greenhouse gas emissions and local pollution, the use of harmful chemicals and pesticides, and to ensure sustainable resource extraction and management of water, oceans, forests, and land, as well as the preservation of biodiversity.

**12.2**
National and international environmental laws and regulations shall be complied with, and relevant emission permits shall be obtained.

## 13 PROHIBITED BUSINESS PRACTICES

**Corruption and Other Prohibited Business Practices**
**13.1**
The Contracting Party shall comply with all relevant legislation concerning bribery, corruption, fraud, and all other prohibited business practices.

**13.2**
The Contracting Party shall not offer, promise, or provide an improper advantage, service, or reward to any public official, international organization, or other third party. This applies regardless of whether the improper advantage is offered directly or through an intermediary.

**Gifts and Hospitality**

**13.3**

The Contracting Party shall not, either directly or indirectly, offer gifts to employees or representatives of Avinor, or to anyone closely associated with such individuals, unless the gift is of modest value.

**13.4**

Hospitality, such as social events, meals, or entertainment, may be offered if there is a legitimate business purpose involved and if the costs are kept within reasonable limits. The Contracting Party shall not cover travel expenses for employees or representatives of Avinor.

**13.5**

Hospitality shall not be offered or accepted in connection with procurement processes.

**Money Laundering**

**13.6**

The Contracting Party shall not engage in or contribute to any form of money laundering. The Contracting Party shall also unequivocally distance itself from money laundering and take steps to prevent others from using the Contracting Party's financial transactions for money laundering purposes.

**Violation of Competition Laws**

**13.7**

The Contracting Party shall under no circumstances cause or contribute to violations of general or specific competition regulations, such as participating in illegal price-fixing, unlawful market sharing, or other behavior in violation of relevant competition laws.

**ANIMAL WELFARE**

**14.1**

Animal welfare shall be respected. Measures should be implemented to minimize negative impacts on the welfare of production and working animals.

**14.2**

National and international animal welfare laws and regulations shall be complied with.

## 1 AGREEMENT ON RESPONSIBLE BUSINESS CONDUCT

This agreement on responsible business conduct ("Agreement ") is made and entered into by Avinor AS and/or its subsidiaries (hereinafter "Purchaser'') and the contracting party (hereinafter "Supplier"). The Purchaser and the Supplier are hereinafter collectively referred to as "Parties" and individually as a "Party" as the context may require.

### 1.1 PURPOSE

Avinor works to have sustainable business practices that respect people, society and the environment, and we have therefore drawn up guidelines for our contract parties. We expect our contracting parties to work purposefully and systematically for compliance with our guidelines for contracting parties and including principles for sustainable business practices, which cover basic requirements for human rights, labor rights, anti-corruption, animal welfare and the environment. The purpose of this Agreement is to establish a formal framework between the Purchaser and the Supplier that will enable the Parties to work collaboratively in the pursuit of securing responsible business conduct throughout the supply chain involved in the provisioning of products and/or services towards the Purchaser ("Supply chain").

### 1.2 AGREEMENT

In addition to this contract document the following attachments shall form an integrated, binding part of the Agreement:

Section 2: The Purchaser's Supplier Conduct Principles and, if relevant,
Section 3: The supplier's improvement plans.

### 1.3 ADHERENCE TO SUPPLIER CONDUCT PRINCIPLES

In consideration for the opportunity of being a sustainable business partner of the Purchaser, the Supplier hereby affirms to conduct its business in conformity with the standards set out in the Purchaser's Supplier Conduct Principles ("the Principles") as set out in Section 2 hereto, subject to any limitations set out in any Initial improvementplan (ref. Section 1.4) or to be agreed between the Parties in improvement plan(s) at a later stage (ref. Section 1.11) and to drive for improvements if any issues non-conforming with the Principles ("Non-conformity") should be identified.

In order to ensure compliance with the requirements in the Agreement and the Principles, as well as to prevent and handle any deviations from the requirements, the contracting party must, no later than 6 months after the start of the contract, have policies and routines in place for due diligence assessments in line with good practice, that is to say own risk assessments for negative impact on people, society and the environment, and stop, prevent and reduce such impact. Businesses that are covered by the Act on Business Transparency and Work with Basic Human Rights and Decent Working Conditions (Transparency Act) must have this in place at the start of the contract.

This means that the contracting party must map, prevent, limit and account for how they handle risks of negative impact on the requirements of the Agreement and the Principles, and rectify damage. In line with the methodology for due diligence assessments, stakeholders, particularly

affected rights holders, must be involved. Serious risk, regardless of where in the supply chain the risk is, must be prioritized first.

**1.4 INITIAL IMPROVEMENT PLAN**

**1.4.1**

To the extent Non-conformity is known to the Parties at the time of entry into this Agreement such Non-conformity shall be identified in Section 3, which shall provide an initial improvement plan ("Initial improvement plan") acceptableto the Purchaser,including deadlines for corrective actions.

**1.4.2**

The Supplier shall diligently work towards remediation of the identified Non-conformity in accordance with the requirements set out in the Initial improvement plan. The corrective actions shall be implemented at the Suppliers own cost.

**1.5 MIRRORING OF CONTRACTUAL REQUIREMENTS**

**1.5.1**

The Supplier undertakes to contractually mirror any and all of the rights and obligations set out in this Agreement, including the Principles, (hereinafter collectively referred to as "the Requirements") towards its own first tier suppliers including contractors, service providers, business partners etc. (hereinafter termed "Sub-suppliers") in the Supply chain. The Supplier shall upon the Purchasers request document that the Requirements have been contractually mirrored towards its Sub-suppliers by way of providing the Purchaser with a copy of any relevant, signed contract document setting out the actual rights and obligations.

**1.5.2**

Concerning the other tiers in the Supply chain, the Supplier shall be a driving force to facilitate that the Requirements are indirectly mirrored down the Supply chain in the sense that each supply tier of the Supply chain mirror the Requirements one tier further down.

**1.6 INCREASED AWARENESS**

To secure proper increased awareness, the Supplier shall ensure that all relevant people within its own organization are provided with appropriate training and guidelines to implement the standards set out in the Principles.

**1.7 SUPPLIER'S MONITORING ACTIVITIES**

**1.7.1**

The Supplier shall effectively monitor actual conformity with the Principles within its own organization.

**1.7.2**

The Supplier shall effectively monitor the operations of its Sub-suppliers with respect to actual conformity with the Principles and the requirements set out in this Agreement. Any monitoring activities towards Sub-suppliers shall be conducted with due regard to any monitoring guidelines to be provided by the Purchaser and shall include unannounced on-site inspections and interviews with workers freely selected by the Supplier.

## 1.8 NOTIFICATION OF NON-CONFORMITY

**1.8.1**

The Supplier shall secure that its workers can speak of any concerns regarding Non conformity, both internally and externally (including towards the Purchaser), without the risk of any negative repercussions.

**1.8.2**

Non-conformity with the Principles within the Supplier's own organization not included in the Initial improvement plan (ref. Section 1.4.1) shall be reported by the Supplier to the Purchaser without undue delay.

**1.8.3**

In the event that the Supplier becomes aware of Non-conformity with the Agreement including the Principles within its Sub-suppliers' organizations, the Supplier shall notify the Purchaser without undue delay.

## 1.9 PURCHASER'S MONITORING ACTIVITIES

**1.9.1**

The Purchaser and/or its authorized third party representative and/or Avinor AS (the parent company of the Purchaser) shall, at its sole discretion, be entitled to conduct monitoring activities towards the Supplier to effectively evaluate the Supplier's actual conformity with the Agreement including the Principles. This includes the right for the Purchaser and/or its authorized third party representative and/or Avinor AS, to perform audits including unannounced on-site inspections and interviews with freely selected workers, at the premises of the Supplier, and/or construction sites and/or other locations where work is carried out on behalf of the Supplier. The Supplier acknowledges that the Purchaser has the right to request and receive further information, if deemed necessary.

**1.9.2**

The Supplier undertakes to use its best endeavours to facilitate that the Purchaser is able to perform monitoring activities as set out in Section 1.9.1 at each tier of the Supply chain.

**1.9.3**

The Purchaser reserves the right to cooperate with other public purchasers in the follow-up of the due diligence assessments for responsible business. The Purchaser reserves the right to share audit reports, as well as, within the framework of the legislation, to share relevant information and documentation from the contract follow-up. The Purchaser must ensure that the information is shared in a responsible manner.

## 1.10 INFORMATION HANDLING BY PURCHASER

**1.10.1**

Information on Non-conformity not publicly available shall, to the extent not related to a possible termination of this Agreement, be treated confidentially by the Purchaser. This obligation shall, however, not restrict the Purchaser from communicating the information to Avinor AS.

**1.10.2**
The Purchaser and Avinor AS shall, as a part of its ongoing public reporting, be entitled to publicly communicate information on Non-conformity relating to the Supply chain on an aggregated level as long as the identity of the Supplier and/or relevant Sub-suppliers responsible for the breach is not revealed.

**1.11 OBLIGATION TO REMEDY NON-CONFORMITY WITHIN SUPPLIER'S OWN ORGANIZATION**
**1.11.1**
Non-conformity that is identified either by way of notifications from the Supplier or by other means, including the Purchaser's own monitoring activities towards the Supplier, shall be corrected without any cost for the Purchaser. The corrective actions shall be addressed in an improvement plan, including deadlines for corrective actions, acceptable to the Purchaser. The improvement plan shall be drawn up by the Supplier without undue delay and be included in Section 3.

**1.11.2**
Non-conformity with clause 2.6 (prohibited business practices) of the Principles shall normally lead to termination, and not be handled through improvement plans, unless otherwise determined by the Purchaser.

**1.12 OBLIGATION TO DRIVE FOR IMPROVEMENTS IN SUB-SUPPLIERS' OPERATIONS**
**1.12.1**
The Supplier shall ensure the remediation of Non- conformity within the Sub-supplier's organization without any cost for the Purchaser. The Purchaser shall be entitled to instruct how Non-conformity in the Sub-suppliers' operations shall be dealt with by the Supplier. The corrective actions shall be addressed in improvement plans, including deadlines for corrective actions, acceptable to the Purchaser.

**1.12.2**
Non-conformity with clause 2.6 (prohibited business practices) of the Principles shall normally lead to replacement of the relevant Sub-supplier, ref. section 1.12.3, and not be handled through improvement plans, unless otherwise determined by the Purchaser.

**1.12.3**
If any Sub-supplier acts in a way that would represent a material breach of this Agreement (ref. Section 1.15), the Supplier shall, with respect to the provisioning of products and/or services towards the Purchaser, and if requested by the Purchaser, replace the relevant Sub-supplier with another sub-supplier who can demonstrate a clear commitment to strive at all times to conduct its business in conformity with the requirements set out in this Agreement including the Principles.

**1.13 RELATIONSHIP WITH EFFECTIVE AGREEMENTS**

In the event of conflict between the provisions set out in this Agreement and the provisions of any and/or all other contracts the Purchaser has with the Supplier, whether entered into prior to

or after the signature of this Agreement (hereinafter collectively referred to as "Effective agreements"), the provisions in this Agreement shall prevail.

**1.14 DURATION**

The Parties agree that this Agreement shall remain in force and the Supplier shall continue to remain bound by all the terms of this Agreement, for as long as any Effective agreements remain in full force and effect.

**1.15 TERMINATION**

**1.15.1**

If there has been a material breach of this Agreement, the Purchaser shall be entitled to terminate any and/or all Effective agreements, or if applicable, any purchase orders thereunder, upon giving 14 calendar days prior written notice. The Supplier agrees that the Purchaser shall also be entitled to seek appropriate remedies under applicable laws, including the right to require specific performance of any and all requirements set out in this Agreement including the Principles.

**1.15.2**

The circumstances included in the following non-exhaustive list shall always be regarded as a material breach of this Agreement:

a. any breach of clause 2.6.1, 2.6.3 and 2.6.4 of the Principles;
b. any breach of Section 1.5 of this Agreement;
c. where serious shortfalls of the standards set out in the Principles persist in the operations of the Supplier despite of written demands by the Purchaser to remedy Non-conformity, ref. Section 1.11 of this Agreement; or
d. any breach of Section 1.12.3 of this Agreement.

**1.15.3**

The Supplier agrees that if the Purchaser exercises the right to terminate any and/or all Effective agreements with the Supplier, due to material breach of this Agreement, this shall not be considered a breach on part of the Purchaser of any of the Effective agreements that are terminated for this purpose and, consequently, that no sanctions, exit fees etc. relating to termination for breach or convenience, or for any other reason, under such Effective agreements will be triggered against the Purchaser for this reason alone.

**1.16 GOVERNING LAW, INTERPRETATION AND DISPUTE RESOLUTION**

**1.16.1**

This Agreement shall be exclusively governed by and construed in accordance with the substantive laws of the State where the Purchaser has its registered business address.

**1.16.2**

The wording of the Principles shall be interpreted in light of the relevant international conventions addressing similar topics as the Principles (including the UN Human Rights Conventions and ILO core conventions).

**1.16.3**
Any dispute, controversy or claim arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of Oslo district court (Oslo tingrett).

**Purchaser**

Place and date _____

Company name _____

Signature _____

**Supplier**

Place and date _____

Company name _____

Org. number _____

Signature _____

## SUPPLIER CONDUCT PRINCIPLES

The following principles form the basis of Avinor's expectations and requirements for responsible and sustainable business conduct. We expect all our suppliers to follow the principles and set the same requirements for their subcontractors.

### 1 RELATIONSHIP WITH NATIONAL LAW

**1.1**

In addition to complying with the provisions of these Supplier Conduct Principles (hereinafter "The principles") the Supplier shall comply with applicable local laws.

**1.2**

Where the provisions of applicable local laws and the principles address the same subject, and are not in conflict, the highest standard shall be applied.

**1.3**

Should any of the requirements in the principles conflict with applicable local laws in the sense that it would represent a breach of applicable local laws if The principles were applied, the highest standards consistent with applicable local laws shall be applied.

### 2 FORCED LABOR/SLAVE LABOR (ILO CONVENTIONS NOS. 29 AND 105)

**2.1**

No form of forced labor or involuntary labor shall take place.

**2.2**

Workers shall not have to deliver a deposit or identity papers to the employer and shall be able to freely terminate the employment relationship with reasonable notice.

### 3 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING (ILO CONVENTIONS NOS. 87, 98, 135 AND 154)

**3.1**

Workers shall, without exception, have the right to join or establish trade unions of their own choice, and to bargain collectively. The employer must not interfere with, prevent, or oppose trade union organization or collective bargaining.

**3.2**

The supplier shall not discriminate against trade union representatives or prevent them from doing trade union work.

**3.3**

If such rights are limited by law, the employer shall facilitate, and in no way hinder, parallel mechanisms for free and independent association and bargaining.

### 4 CHILD LABOUR (UN CONVENTION ON THE RIGHTS OF THE CHILD, ILO CONVENTION NOS. 138, 182 AND 79, ILO RECOMMENDATION NO. 146)

**4.1**

The minimum age for workers shall not be less than 15 years and in line with the national minimum age for employment, or minimum age for compulsory school attendance, with the highest age applicable. If the local minimum age is set at 14 in line with the exception in ILO Convention 138, this can be accepted.

**4.2**
New recruitment of child labour in contravention of the above-named conventions is unacceptable.

**4.3**
Children under the age of 18 shall not engage in labour that is hazardous to their health or safety, including night work.

**4.4**
Action plans must be established for the rapid phasing out of child labor that is in breach of ILO Conventions 138 and 182. The action plans must be documented and communicated to relevant staff and other stakeholders. Arrangements must be made for support schemes where children are given the opportunity for education until the child is no longer of compulsory school age.

## 5 DISCRIMINATION (ILO CONVENTIONS NOS. 100 AND 111 AND THE UN CONVENTION ON DISCRIMINATION AGAINST WOMEN)

**5.1**
There shall be no discrimination in working life based on ethnicity, religion, age, disability, gender, marital status, sexual orientation, trade union membership or political affiliation.

**5.2**
Measures shall be established to protect employees from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g., marriage, pregnancy, parenthood, or HIV status.

## 6 HARSH OR INHUMAN TREATMENT (THE DECLARATION OF HUMAN RIGHTS)

**6.1**
Physical abuses or punishment or the threat of physical abuse shall be prohibited. The same applies to sexual or other abuse, and to other types of humiliation.

## 7 OCCUPATIONAL HEALTH AND SAFETY (ILO CONVENTION NO. 155 AND ILO RECOMMENDATION NO. 164)

**7.1**
Efforts must be made to ensure workers a safe and healthy working environment. Hazardous chemicals and other substances must be handled properly. Necessary measures must be taken to prevent and minimize accidents and health damage as a result of, or related to, conditions at the workplace.

**7.2**
Workers shall receive regular, documented health and safety training. Health and safety

training shall be repeated for new employees.

**7.3**
Workers shall have access to clean sanitary facilities and clean drinking water. If necessary, the employer shall also ensure access to facilities for safe food storage.

**7.4**
If the employer provides accommodation, it shall be clean, safe, and adequately ventilated, and have access to clean sanitary facilities and clean drinking water.

## 8 WAGES (ILO CONVENTION NO. 131)

**8.1**
Wages to workers for a normal working week must at least be in line with national minimum wage regulations or industry standards, whichever is higher. Wages must always be sufficient to cover basic needs, including some savings.

**8.2**
Wages, as well as the modalities of how and when wages are to be paid, shall be agreed in writing before work begins. The contract shall be comprehensible to the employee.

**8.3**
It is prohibited to use wage deductions as a disciplinary measure. Side 17

## 9 WORKING HOURS (ILO CONVENTION NOS. 1 AND 14)

**9.1**
Working hours shall be in accordance with national legislation or industrial standards and shall not exceed the working hours laid down in current international conventions. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

**9.2**
Workers shall have at least one free day per week.

**9.3**
Overtime must be limited and voluntary. The recommended maximum overtime is 12 hours per week, i.e. total working time of 60 hours per week. Exceptions to this can be accepted if it is regulated by a collective agreement or national law.

**9.4**
Employees shall always receive overtime pay, as a minimum in accordance with current legislation.

## 10 REGULAR EMPLOYMENT

**10.1**
Obligations to employees in accordance with international conventions and/or national legislation and regulations concerning regular employment shall not be avoided by using short term contracts (such as contract labor, casual labor or day labor), subcontractors or

other labor relationships.

**10.2**
All employees are entitled to a job contract written in a language they understand.

**10.3**
The duration and content of apprenticeship programs shall be clearly defined.

## 11 MARGINALIZED POPULATION GROUPS

**11.1**
The production and use of natural resources must not contribute to destroying the resource and income base for indigenous people or other marginalized population groups, for example by confiscating large areas of land, irresponsible use of water or other natural resources on which the population groups depend.

## 12 ENVIRONMENT

**12.1**
Negative environmental impact must be reduced throughout the value chain. In line with the precautionary principle, measures must be implemented to continuously minimize emissions of greenhouse gases and local pollution, the use of harmful chemicals, pesticides and to ensure sustainable resource extraction and management of water, sea, forest and land, and conservation of biological diversity.

**12.2**
National and international environmental legislation and regulations must be complied with, and relevant emission permits must be obtained.

## 13 PROHIBITED BUSINESS PRACTICES

*Corruption and other Prohibited Business Practices*

**13.1**
The contracting party must comply with all relevant legislation relating to bribery, corruption, fraud and all other prohibited business practices.

**13.2**
The Contracting Party shall not offer, promise, or give an undue advantage, favor or reward to any public official, international organization or other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary.

*Gifts and representation*

**13.3**
The contracting party shall not, either directly or indirectly, offer gifts to employees or persons representing Avinor, or anyone closely related to such persons, unless the gift is of modest value.

**13.4**
Representation such as social events, meals or parties may be offered if there is a business

purpose involved and if the costs are kept within reasonable limits. The contracting party shall not pay travel expenses for employees or persons representing Avinor.

**13.5**
Representation shall not be offered or received in connection with procurement processes.

*Money Laundering*
**13.6**
The Contracting Party must not itself carry out or contribute to any form of money laundering and must also refrain from money laundering and must take steps to prevent others from using the Contracting Party's financial transactions to launder money.

*Breach of competition law*
**13.7**
The contracting party must not under any circumstances cause or contribute to breaches of general or special competition regulations, for example by participating in illegal price collusion, illegal market sharing or other behavior contrary to relevant competition legislation.

## 14 ANIMAL WELFARE

**14.1**
Animal welfare must be respected. Measures should be taken to minimize the negative impact on the welfare of production animals and working animals.

**14.2**
National and international animal welfare legislation and regulations must be complied with