



EVERY SUPPLIER CONDUCT PRINCIPLES

These Supplier Conduct Principles (the "**Principles**") governs deliveries to EVERY and shall form part of agreement, if any, entered into by a company in the EVERY group of companies ("**EVERY**") and a company which shall be supplier of goods and/or services (the "**Supplier**") to EVERY (the "**Agreement**"):

1. HUMAN RIGHTS

The Supplier shall respect internationally proclaimed human rights, and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy and rights of each individual.

2. LABOUR STANDARDS

2.1 Freedom of association and the right to collective bargaining

The Supplier shall recognize the right of free association and, where a significant proportion of the workforce agree, collective bargaining of employees and/or workers (employees and/or workers hereinafter to be collectively referred to as "**Worker/Workers**"). The Supplier shall not discriminate against Worker's representatives or members of trade unions, which shall also have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining are not restricted under national law, the Supplier shall allow Workers to freely elect their own representatives.

2.2 Forced labour

The Supplier shall not use forced or compulsory labour, including, but not limited to, debt bonded labour. The Supplier shall ensure that the work relationship between the Worker and the Supplier is freely chosen and free from threats.

The Supplier shall ensure that all Workers shall be free to leave their employment/work after giving notice in accordance with legal rights. Workers shall not be required to lodge deposits of money, identity papers or similar in order to get or keep their employment/work.

2.3 Child labour

The Supplier shall not employ or use child labour. In these Principles "child" means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. "Child labour" means any work by child or young person unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C 138).

If any child is found working at the premises of the Supplier, it shall immediately take steps to redress the situation in accordance with the best interests of the child.

The Supplier shall secure that persons under the age of 18 do not perform any hazardous work. In these Principles "hazardous work" means work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in

confined spaces, work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where the child is unreasonably confined to the premises of the Supplier.

2.4 Non-discrimination

The Supplier shall prohibit direct or indirect negative discrimination based on race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, and shall promote equality of opportunity or treatment in employment and occupation. The Supplier shall prohibit and refuse to tolerate, and not confer upon its Workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

2.5 Employment conditions

The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which Workers are being paid is to be clearly conveyed to them in a timely manner.

The Supplier shall secure that working hours are not excessive and as a minimum comply with applicable local laws. The Supplier shall respect the individual Worker's need for recovery and secure that all Workers have the right to adequate leave from work with pay. The Supplier shall secure that all Workers are provided with written agreements of employment setting out employment conditions in a language understandable to the Worker.

3. HEALTH AND SAFETY

The Supplier shall secure that the Workers are provided with a healthy and safe working environment in accordance with internationally recognised standards. The Supplier shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary Workers are to be provided with, and instructed to use, appropriate personal protective equipment. The Supplier shall provide adequate and regular training to ensure that Workers are adequately educated on health and safety issues. The Supplier shall secure that, where it provide accommodation, it shall be clean, safe and meet the basic needs of the Workers, and, where appropriate, for their families.

4. ENVIRONMENT

The Supplier shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and

encourage the development and diffusion of environmentally friendly technologies. The Supplier shall act in accordance with relevant local and internationally recognised environmental standards. The Supplier shall minimise its environmental impact and continuously improve its environmental performance.

5. PROHIBITED BUSINESS PRACTICE

5.1 Corruption and other prohibited business practices

The Supplier shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Supplier shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organisation or any other third party. This applies regardless of whether the undue advantage is offered directly or through an intermediary

5.2 Gifts, hospitality and expenses (business courtesies)

The Supplier shall not, directly or indirectly, offer gifts to EVERY employees or representatives or anyone closely related to these, unless the gift is of modest value. Hospitality, such as social events, meals or entertainments may be offered if there is a business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing EVERY shall be paid by EVERY. Hospitality, expenses or gifts shall not be offered or received in situations of contract negotiation, bidding or award.

5.3 Money laundering

The Supplier shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money.

5.4 Competition

The Supplier shall under no circumstances cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behaviour that is in breach of relevant competition laws.

6. NON-CONFORMITY AND INITIAL IMPROVEMENT PLAN

Any issues non-conforming with Section 1 to 5 above ("**Non-conformity**") should be identified at the time of entry into the Agreement and be described in separate attachment to the Agreement which shall provide an initial improvement plan ("**Initial improvement plan**") acceptable to EVERY, including deadlines for corrective actions. Any Non-conformity may be included in improvement plan(s) at a later stage and to drive for improvements for the Supplier.

The Supplier shall secure that its workers is able to notify of any concerns regarding Non-conformity, both internally and externally (including towards EVERY), without the risk of any negative repercussions.

Non-conformity with the Principles within the Supplier' own organization not included in the Initial improvement plan shall be reported by the Supplier to EVERY without undue delay.

In the event that the Supplier becomes aware of Non-conformity with the Requirements (i.e. the Agreement including the Principles) within its Sub-suppliers'

organizations, the Supplier shall notify EVERY without undue delay.

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

Non-conformity that is identified either by way of notifications from the Supplier or by other means, including EVERY's own monitoring activities towards the Supplier, shall be corrected without any cost for EVERY. The corrective actions shall be addressed in an improvement plan, including deadlines for corrective actions, acceptable to EVERY. The improvement plan shall be drawn up by the Supplier without undue delay.

7. MIRRORING OF CONTRACTUAL REQUIREMENTS AND AUDIT

The Supplier undertakes to contractually mirror any and all of the rights and obligations set out in the Agreement, including the Principles, (hereinafter collectively referred to as the "**Requirements**") towards its own first tier suppliers including Suppliers, service providers, business partners etc. (hereinafter termed "**Sub-suppliers**") in the supply chain. The Supplier shall upon EVERY's request document that the Requirements have been contractually mirrored towards its Sub-suppliers by way of providing EVERY with a copy of any relevant contract document setting out the actual rights and obligations which have been entered into by the Sub-suppliers and confirm that the terms has been entered into by the individual Sup-supplier.

EVERY, its customers to which the Supplier provides deliverances directly and/or authorized third party representatives may perform audits including on-site inspections and interviews with freely selected workers, at the premises of the Supplier, and/or production or construction sites and/or other locations where work is carried out on behalf of the Supplier. The Supplier acknowledges that EVERY has the right to request and receive further information, if deemed necessary. The purpose and scope of the announced audit shall be stated in a notice from EVERY to be given within reasonable time prior to the audit. The Supplier is entitled to withhold such access to inspection in relation to data, systems and other information that relates to other customers, and in relation to business plans, documents and information that is classified for factual reasons as confidential or competition-sensitive

The parties agree that EVERY ASA, the parent company of the EVERY group of companies, shall be entitled, but not obligated, to exercise rights equal to those granted to EVERY in the Principles herein as long as EVERY remain under direct or indirect control of EVERY ASA. In the event EVERY ASA intends to exercise its rights towards the Supplier in a way that could be contradictory to EVERY's approach, EVERY ASA desired approach shall prevail.

8. AWARENESS RISING

To secure proper awareness rising, 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.

9. INFORMATION HANDLING BY EVERY

Information on Non-conformity not publicly available shall be treated confidential by EVERY under the confidentiality clause in the Agreement. This obligation shall however not restrict EVERY to communicate the information to other companies in the EVERY group of companies.

10. ADHERENCE TO LOCAL LAW

In addition to complying with the provisions of these Principles, the Supplier shall comply with applicable local laws. 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. 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.

11. OBLIGATION TO DRIVE FOR IMPROVEMENTS IN SUB-SUPPLIERS OPERATIONS

The Supplier shall ensure the remediation of Non-conformity within the Sub-supplier’s organization without any cost for EVERY.

Non-conformity with Section 5 above (prohibited business practices) of the Principles shall normally lead to termination, and not be handled through improvement plans, unless otherwise determined by EVERY.

If any Sub-supplier acts in a way that would represent a material breach of the Agreement, the Supplier shall, with respect to the provisioning of products and/or services towards EVERY, 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 the Agreement including the Principles.

* * *

The above Supplier Conduct Principles is accepted and the principles will govern all the deliveries to EVERY:

For company: _____

Signature: _____

Name (in capital letters): _____

Date: _____