



## **SUPPLIER CODE OF CONDUCT**

NorAm Drilling AS and its 100% owned subsidiary NorAm Drilling Company (collectively referred to as the “NorAm or Company”) expects that its suppliers will comply with the principals set out in this document and actively promote such principles in their own supply chain. The requirements in this Supplier Code of Conduct are based upon internationally recognized principles (see references at the end) and are also reflecting the Company’s Code of Conduct for our own operations. The Supplier Code of Conduct covers NorAm’s entire supply chain, including suppliers, vendors, contractors, consultants, and agents (collectively referred to as “Supplier”).

### **BUSINESS PRACTICES**

#### **Corruption, bribery, and improper business conduct**

Supplier shall not engage or be complicit in, or encourage any activity, practice, or conduct that would be an offence under, or breach of, any applicable laws relating to corruption, trade sanctions and bribery. Supplier shall not, in order to obtain or retain business or other advantage in the conduct of business, offer, promise, or give anything of value or an undue advantage to a public official or to any third party to influence such person to act or refrain from acting in relation to the performance of his or her duties. This applies regardless of whether the advantage is offered directly or indirectly. Supplier shall not initiate or encourage facilitation payments on behalf of NorAm, whether the payment is made directly or indirectly. Supplier shall not request, accept, or receive anything of value or an undue advantage that may influence their decisions nor take part in or seek to influence any decision where there are related circumstances, factors, or relationships (business, personal, economic, or otherwise) that could give rise to an actual or perceived conflict of interest. Supplier shall not offer, promise, give, request, or accept gifts, favors or hospitality which are more than modest, both with respect to value and frequency, or are inappropriate with respect to time and place. Supplier shall not offer, give, request, or accept any gifts, favors or hospitality in connection with tender or negotiation award processes.

#### **Competition**

Supplier shall not enter, seek to enter into or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws or regulations.

#### **Money laundering**

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 or finance terror.

#### **Trade sanctions**

Supplier shall comply with trade sanctions relevant to the engagement with NorAm.

### **Data Privacy**

Supplier shall comply with applicable data protection legislation.

## **HUMAN RIGHTS AND WORKING CONDITIONS**

We are committed to protecting human rights and preserving human dignity throughout our business activities. We recognize international human rights principles which is guided in some of the principles encompassed by the United Nations Universal Declaration of Human Rights. Our focus on preserving human rights is reinforced through our Code of Business Conduct and Ethics, Supplier Code of Conduct, and our human rights principles, as well as within ethical employment practices. Additionally, NorAm's policies and principles include compliance with all applicable employment laws relevant to the countries in which we operate including, but not limited to, laws around child labor, forced labor, human trafficking, any form of modern slavery, as well as data security and privacy regulations. We also strive to provide a safe work environment that is free from harassment. The Company does not discriminate on the grounds of race, color, sex, sexual orientation, religion, national origin, citizenship status, age, genetic information, physical or mental disability, veteran status, pregnancy, or any other legally protected status.

### **Human rights**

Supplier shall respect and support individual and collective human rights affected by operations. Supplier shall take appropriate action to access, prevent and remedy potential adverse impacts on human rights in a manner that is consistent with international instruments on human rights.

### **Working hours**

Suppliers shall comply with applicable laws, regulations, and national industry standards on working time, including working hours, public holidays and paid vacation.

### **Child labor**

Supplier shall not employ children below the age of 15 or the higher minimum age for employment according to applicable laws. Younger workers below the age of 18 shall not undertake any hazardous work. If any child is found working at the premises of the Supplier and it is not according to the exceptions in the ILO convention on child labor (No. 138), steps shall be immediately taken to remedy the situation in accordance with the best interests of the child.

### **Forced labor**

Supplier shall not employ personnel against their will or require personnel to lodge indemnity papers or deposits (financial including recruitment fee or otherwise) as a condition of their employment. All personnel shall be free to leave their employment after giving reasonable notice, unless otherwise required under employment contracts.

### **Freedom of association and right to collective bargaining**

Supplier's personnel shall have the right to freedom of peaceful assembly and association, and no one may be compelled to belong to an association. Supplier shall respect the personnel's right to participate in unions and being represented in collective bargaining agreements in line with applicable laws and ILO Conventions. In countries where applicable law restricts these rights, alternative means of association for personnel shall be supported.

### **Employment conditions**

Supplier shall ensure that their personnel are provided with a written description of terms and conditions of employment in a language they understand. Wages and benefits paid for a standard working day, week, etc. shall as a minimum meet national legal or industry standards, whichever is higher. Wages should be enough to cover basic needs and provide some discretionary income.

### **Non-discrimination and equal opportunities**

Supplier shall not support any form of discrimination or harassment including, but not limited to race, color, gender, sexual orientation, language, religion, political or other opinion, national or social origin. Supplier shall promote equality of opportunity or treatment in employment and occupation. All personnel shall be treated with respect and dignity, and the Supplier shall refuse to tolerate 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.

### **Local communities**

Where relevant for the Supplier's operations, the rights and integrity of local communities, indigenous people or other traditional groups shall always be respected. Supplier shall respect rights and culture, customs, and heritage of local communities. Supplier shall minimize resettlement of people by considering feasible project alternatives. For work that may have significant impact on land areas inhabited or used by indigenous people or other traditional groups, Supplier shall consult and cooperate with the people concerned in line with ILO convention 169.

### **Security forces**

Supplier shall operate in line with the Voluntary Principles on Security and Human Rights when involved with public or private security providers.

### **Conflict minerals**

To the extent applicable to Supplier's operations, there shall be a written policy and procedure in place to avoid knowingly acquiring conflict minerals or unsustainable mined minerals produced at high environmental and social costs.

### **Whistleblowing routine**

Supplier shall ensure routines for personnel to raise concerns or request information related to their business operations.

## **HEALTH AND SAFETY**

Supplier shall secure a healthy and safe working environment for all its personnel and follow prevailing regulatory standards and industry norms to minimize health and safety risks. This shall include compliance to applicable laws and regulations, international standards and the ILO Conventions on Occupational Health and Safety. Supplier shall ensure that its personnel understand the hazards and safe practice for their work, and authority to refuse or stop unsafe work. Whenever necessary personnel are to be provided with, and instructed to use, appropriate personal protective equipment. Supplier shall provide adequate and regular training to ensure that personnel are adequately educated on health and safety issues. Where Supplier provides accommodation for their personnel or sub-suppliers' personnel, it shall be clean, safe and meet the basic needs of the personnel, and, where appropriate, for their families.

## **ENVIRONMENT AND CLIMATE**

Supplier shall ensure that its operations are compliant with the environmental laws, regulations, legal agreements and permits relevant to the geographic location of its facilities. Supplier shall strive to minimize the adverse environmental and climate impacts of its activities, products and services. To the extent applicable to Supplier's operations, supplier shall demonstrate an established methodology for identifying and mitigating its material environmental risks. Supplier shall seek to implement environmentally friendly technologies and processes in their activities to ensure the sustainable use of natural resources, safe handling of waste and chemicals, and reduced emissions to air and water.

Adopted by the Board June 28, 2023