

INTRODUCTION TO SEAGEMS' SUPPLIER CODE OF CONDUCT

In alignment with our mission and as part of our ongoing sustainability efforts we have developed this Supplier Code of Conduct (“the Code”) to make Seagems Group and its subsidiaries (hereafter “Seagems”) position clear to all our suppliers and service providers. Seagems is committed to adhering to, and actively advocating the principles of the United Nations Global Compact in the areas of human rights, labor standards, environmental protection and anti-corruption. These principles reflect universally recognized normative standards such as the United Nations Universal Declaration of Human Rights and the core labor conventions of the International Labor Organization.

The sustainability and ethical standards to which Seagems is committed also extend to our relationships with our suppliers and service providers, where the Code is the non-negotiable minimum standards that we ask all our suppliers and service providers to respect and to adhere to when conducting business with Seagems.

The general principles of our Supplier Code of Conduct are:

1 COMPLIANCE WITH LAWS AND REGULATIONS

We expect all our suppliers and service providers to conduct their business in full compliance with all governing laws, rules, and regulations of the countries in which they operate.

2 ANTI-CORRUPTION AND FAIR BUSINESS PRACTICES

We expect suppliers and service providers to conduct their business with honesty and integrity and in compliance with all applicable laws and regulations concerning bribery and corruption including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making, withstanding from arranging or accepting kickbacks, granting of unfair advantages and gifts and hospitality, fraud, and any other prohibited business practices.

In addition, we expect them to comply with all applicable anti-trust laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors; and keeping information confidential as required. The supplier or service provider shall establish appropriate accounting and business records and adhere to fair business practices to avoid inter alia conflicts of interest that may adversely influence business relationships.

3 HUMAN AND LABOR RIGHTS

We expect suppliers and service providers to ensure that they are not complicit in human rights abuses. Fundamental workers’ rights, as expressed in the ILO (International Labor Organization) convention, must be respected to ensure the right to freely chosen labor, freedom of association, no use of child labor, protection of young workers, fair wages, regular employment and decent working hours, non-discrimination, and humane treatment.

File Name	Document Name	Issue No	Date	Issued By	Authorized By	Page
SG-DMS 4.2	Supplier Code of Conduct	3	03.01.2023	Benjamin Bjørge	Elisabeth M. Støle	1 of 4

4 HEALTH AND SAFETY

We expect suppliers and service providers to provide a safe and hygienic working environment and to manage Health & Safety systematically in accordance with international standards for Health & Safety management, adapted to the supplier's or service provider's size and complexity of operations.

5 ENVIRONMENT

We expect our suppliers and service providers to, wherever possible, apply a precautionary approach to environmental matters and work to minimize its negative environmental impact from its operations, products, and activities.

Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as claiming resources on which these populations are dependent.

We expect suppliers and service providers to manage environmental risks systematically in accordance with international standards for environmental management, adapted to the supplier's or service provider's size and complexity of operations.

The supplier shall;

- not source any wild marine or freshwater species assessed as critically endangered or endangered by the IUCN (International Union for Conservation of Nature) Red List or listed under CITES (Convention on International Trade in Endangered Species) Appendix 1.
- not acquire or capture seafood in a way that falls under the category of illegal, unregulated, or unreported (IUU) fishing according to FAO (Food and Agriculture Organization).
- not engage in fisheries with bycatch of Endangered, Threatened and Protected Species as defined by national legislation or international agreements.
- demonstrate leadership in decreasing the use of plastic, increasing the recyclability of packaging material supplied, contribute to plastic's collection, sorting and recycling solutions to mitigate plastic ending up in landfill or as litter

For Aquaculture, farmers shall aspire to reach Best Aquaculture Practices as defined by the Best Aquaculture Practices Certification, Global GAP, Aquaculture Stewardship Council, or Global Aquaculture Alliance's Best Aquaculture Practices Certification and/or are under an Aquaculture Improvement Project (AIP).

No aquaculture operations shall take place in protected and/or sensitive habitats.

6 MANAGEMENT SYSTEM

The supplier or service provider shall take positive action to respond to the requirements of this Code and to incorporate the principles of the Code into its operations. The supplier or

File Name	Document Name	Issue No	Date	Issued By	Authorized By	Page
SG-DMS 4.2	Supplier Code of Conduct	3	03.01.2023	Benjamin Bjørge	Elisabeth M. Støle	2 of 4

service provider must also take steps to follow up these requirements for their own suppliers and sub-tier suppliers or service providers.

The supplier or service provider shall ensure that it has sufficient and adequate procedures in place to detect and prevent breach of the principles set out in this Code of Conduct. This includes performing due diligence to detect actual and potential negative impacts on human rights, labor rights, environment, or business integrity. When requested, the supplier or service provider shall provide a written report about the current situation of the company and any sub-suppliers.

7 INFORMATION SECURITY AND PERSONAL DATA PROTECTION

We expect suppliers and service providers to actively protect against the unauthorized access, use, disclosure, disruption, modification, inspection, recording and destruction of information. We also expect suppliers to comply with any relevant laws and regulations on Personal Data Protection.

8 SUPPLY CHAIN

We expect suppliers or service providers to have a process to communicate requirements equivalent to this Supplier Code of Conduct to their suppliers and service providers and to monitor its compliance with these requirements.

9 MONITORING AND RIGHTS TO AUDIT

We will reserve the right to carry out announced and unannounced audits of suppliers and expect the supplier to cooperate in an open manner.

10 REPORTING MISCONDUCT

We encourage our suppliers to report any suspected violations of regulations, laws, and the Code. Violations shall be reported to Seagems Groups contact person, or can be reported confidentially using one of the available channels:

- Phone: (+47) 911 53 735
- E-mail: elisabeth.stoele@seagemsnorway.com

If a breach of the Code of Conduct is detected, the supplier or service provider shall take all steps that may be necessary and/or reasonably requested by Seagems to ensure that the matter is properly handled. Similarly, if potential risk factors are detected through Seagems' or the supplier's or service provider's due diligence, the supplier/service provider shall take all steps necessary and/or reasonably requested by Seagems in order to minimize the risk.

11 TERMINATION AND INDEMNITY

In the event of a material breach of this Code of Conduct, or where the supplier or service provider fails to comply with its duty to act upon a breach of this Code of Conduct, Seagems has the right to terminate the respective contract with immediate effect. If a contract is

File Name	Document Name	Issue No	Date	Issued By	Authorized By	Page
SG-DMS 4.2	Supplier Code of Conduct	3	03.01.2023	Benjamin Bjørge	Elisabeth M. Støle	3 of 4

terminated on these grounds, Seagems shall not be liable to pay any compensation to the supplier or service provider for loss or damages relating to the termination.

The supplier or service provider shall indemnify and hold Seagems harmless from and against any claims, damages, liabilities (including fines or legal fees), losses, penalties, costs, and expenses arising from or related to, any breach of this Code of Conduct.

File Name	Document Name	Issue No	Date	Issued By	Authorized By	Page
SG-DMS 4.2	Supplier Code of Conduct	3	03.01.2023	Benjamin Bjørge	Elisabeth M. Støle	4 of 4