

# Supplier Code of Conduct



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## **1 About This Supplier Code of Conduct**

Hydro Rein is committed to contributing towards a more sustainable future, creating more viable societies by developing renewable energy solutions to support decarbonizing industries in innovative and efficient ways. We strive to contribute to this energy transition while at the same time minimize our environmental and social impact, respecting recognized human rights, creating positive societal change, and promoting ethical business conduct.

The requirements set out in this Supplier Code of Conduct are based upon internationally recognized principles (see references at the end), our core values – Care, Courage, Collaboration – and the Code of Conduct for our own operations.

This Supplier Code of Conduct applies to all suppliers, contractors, and subcontractors delivering goods or services to Hydro Rein. Suppliers are expected to ensure that their own supply chain upholds equivalent standards throughout the duration of their business relationship with Hydro Rein.

As a Supplier of Hydro Rein, you are expected to adhere to the principles set out in this document throughout your relationship with Hydro Rein, and to use your best efforts to ensure that equivalent standards are met in your own supply chain.

Suppliers shall always as a minimum comply with all applicable laws and regulations.

## **2 Business practices**

### **2.1 Corruption, bribery and improper business practice**

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 or bribery.

Supplier shall not, in order to obtain or retain business or other advantage in the conduct of business, offer, promise, facilitate, give anything of value, or give any undue advantage, to public officials, Rein employees, or to any third party to influence such person to act or refrain from acting in relation to the performance of her/his duties. Supplier shall not initiate or encourage facilitation payments on behalf of Hydro Rein, 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 or award processes.

### **2.2 Competition**

Supplier shall not seek to enter into, or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws and regulations. Supplier shall commit to free and fair competition and shall not be a part of illegal anti-competitive practices, such as price fixing, bid rigging, market sharing or any other illegal collusion in violation of competition laws.

### **2.3 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.

## **2.4 Trade Sanctions**

Supplier shall comply with any applicable trade sanctions and sanctions laws relevant for the engagement with Hydro Rein.

## **2.5 Cyber security & Data privacy**

Supplier must implement appropriate measures to safeguard information, systems, and data against unauthorized access, disclosure, alteration, or destruction. This includes maintaining adequate cybersecurity controls, ensuring secure handling of confidential and personal data, and complying with applicable data protection laws.

Supplier is expected to promote responsible and ethical use of digital technologies, including artificial intelligence. Any use of AI or automated decision-making in goods or services provided to Hydro Rein should be transparent, compliant with relevant regulations, and designed to avoid bias, misuse, or harm.

Supplier should notify Hydro Rein without undue delay of any significant cybersecurity incidents, data breaches, or other information security events that could impact Hydro Rein or its stakeholders.

## **3 Human Rights and Labor rights**

### **3.1 Human rights**

Supplier shall respect and support individual and collective human rights affected by its operations. Supplier shall recognize the fundamental principles set forth in the Universal Declaration of Human Rights and take appropriate action to assess, prevent and remedy potential adverse impacts on human rights in a manner that is consistent with international instruments on human rights.

### **3.2 Human Rights Due Diligence**

Supplier shall establish and maintain a sustainability due diligence process in line with the United Nations Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises to identify, prevent, mitigate, and account for impacts on human rights and the environment.

Supplier shall engage meaningfully with affected stakeholders and ensure that their due diligence findings and mitigation outcomes are verified and updated on a regular basis.

### **3.3 Child labor**

Supplier shall not employ children below the age of 15 or any higher minimum age for employment according to applicable laws. Young 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 immediately be taken to remedy the situation prioritizing the best interests of the child.

### **3.4 Forced labor and modern slavery**

Supplier shall not employ personnel against their will or require personnel to lodge identity papers or deposits (financial incl. recruitment fee or otherwise) as a condition of their employment. All personnel shall be free to leave their employment after giving reasonable notice.

### **3.5 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 forced 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, Supplier shall support alternative means of association for personnel.

### **3.6 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 week shall as a minimum meet the legal requirement or industry standard applicable to the location in which the employee is engaged or the location in which the employee is performing the works, whichever is higher. Wages should be sufficient to cover basic needs and provide some discretionary income, ensuring a decent standard of living for all personnel.

Payments are to be made timely, in legal tender and fully documented.

### **3.7 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.

### **3.8 Health and Safety**

Supplier shall provide healthy and safe working environment for all personnel, in compliance with international standards, applicable laws and industry norms to minimize health and safety risks.

Supplier shall provide adequate and regular training to ensure that its personnel understand the hazards and safe practices for their work. Where a Supplier provides accommodation, it shall be clean, safe, and meet the basic needs of personnel, and where appropriate, for their families.

Employees shall have the right to, and shall be encouraged to, report accidents, injuries, or unsafe conditions immediately.

### **3.9 Whistleblower routine**

Supplier shall ensure a confidential whistleblowing process that allows personnel to raise concerns or report violations anonymously without fear of retaliation.

### **3.10 Remedy and Cooperation**

If adverse human rights impacts are identified, Supplier are expected to cooperate with Hydro Rein and relevant stakeholders in providing for or facilitating remediation. Hydro Rein may require documented evidence of corrective actions and the effectiveness of such remedies.

## **4 Local communities**

Where relevant for the Supplier's operations, the Supplier must respect the rights and integrity of local communities, Indigenous Peoples or other traditional groups. Supplier shall respect cultural rights, customs, and heritage of local communities.

Supplier shall minimize resettlement of people by considering feasible project alternatives.

#### **4.1 Consultation with Indigenous Peoples**

For activities with significant impact on land areas inhabited or used by Indigenous Peoples or other traditional groups, Supplier shall consult and cooperate with the people concerned in line with ILO convention 169.

#### **5 Security forces**

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

#### **6 Conflict minerals**

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

Supplier is also expected to ensure documentation of proof of origin/chain of custody when relevant and provide adequate documentation of proof of origin/chain of custody whenever requested.

#### **7 Environmental and Climate Risk Management**

Supplier shall ensure that their operations comply with environmental laws, regulations, legal agreements and permits relevant within the jurisdictions of operation.

Suppliers are expected to promote environmental responsibility through an environmental policy and an environmental management system covering environmental impacts and risks related to their operations and products from the full life cycle perspective.

Supplier shall implement a methodology to identify and mitigate material environmental risks, including those related to biodiversity, water, land use, waste management, chemical management, air, soil, and water quality. Supplier are encouraged to adopt environmentally friendly technologies, processes, products, and services in their operations. Supplier should also minimize environmental damage by ensuring the sustainable use of natural resources, proper waste and chemical handling, and safeguarding air, water, groundwater, soil, biodiversity, and the climate.

#### **8 References**

- Convention on the Rights of the Child
- International Council on Mining & Metal (ICMM) 10 principles
- ILO Fundamental Conventions
  - Freedom of Association and Protection of the Right to Organize Convention, 1948 (No.87)
  - Right to Organize and Collective Bargaining Convention, 1949 (No.98)
  - Forced Labor Convention, 1930 (No.29)
  - Abolition of Forced Labor Convention, 1957 (No.105)
  - Minimum Age Convention, 1973 (No.138)
  - Worst Forms of Child Labor Convention, 1999 (No.182)
  - Equal Remuneration Convention, 1999 (No.100)
  - Discrimination (Employment and Occupation) Convention, 1958 (No.111)
  - Occupational Safety and Health Convention, 1981 (No.155), and the Promotional Framework, 2006 (No.187)

- OECD Guidelines for Multinational Enterprises
- OECD Due Diligence for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk
- United Nations Convention Against Corruption
- United Nations Declaration on the Rights of Indigenous Peoples
- United Nations Declaration of Human Rights
- United Nations Convention on the Rights of the Child
- United Nations Guiding Principles on Business and Human Rights
- Voluntary Principles on Security and Human Rights