

# Andfjord Salmon

  

## Supplier-Specific Compliance Terms

## 1 General obligations

- 1.1 The obligations of the Contractor set forth in these Supplier-Specific Compliance Terms (hereinafter SSCT) apply unconditionally. SSCT does not limit the Contractor's obligation to comply with applicable laws, regulations, and other provisions stated in the contract.
- 1.2 The Contractor shall promptly report to the Company any act or omission that could reasonably be considered a breach of the obligations in SSCT in the implementation of the contract. In such a case, the Contractor shall provide the Company with access to all documents that, in the Company's opinion, may be relevant to determine whether a breach of the obligations (SSCT) exists or not, except for documents the Contractor is prevented from providing by order of a public authority.
- 1.3 The Contractor shall ensure that:
- a) Any subcontractor with whom the Contractor has entered into a contract in connection with the implementation of the contract with the Company shall have contractual obligations as stringent as those of the Contractor.
  - b) The subcontractor referred to in point a) ensures that the subcontractor's contract parties and supply chain agree to and comply with the contractual provisions in SSCT.
- 1.4 The Contractor shall implement guidelines and procedures satisfactory to comply with the obligations set forth in SSCT.
- 1.5 Upon reasonable notice to the Contractor, the Company shall have the right to conduct inspections of the Contractor to ensure compliance with the obligations in SSCT regarding the implementation of the contract. Upon the Company's request, the Contractor shall assist the Company in such inspection, including providing access to documentation and supporting documents (as mentioned in section 1.2), and, to the best of their ability, providing the Company with access to documentation from the Contractor's subcontractors involved in the implementation of the contract.
- 1.6 Upon the Company's request, the Contractor shall provide a written statement to the Company confirming that the Contractor complies and has complied with the obligations in SSCT in connection with the implementation of the contract.

## 2 Anti-corruption

- 2.1 The Contractor guarantees that the Contractor's employees, agents, representatives, and any other representative acting on behalf of the Contractor, as well as subcontractors' employees, agents, representatives, and any other acting on behalf of the subcontractor, and in addition to other direct or indirect representatives involved in the implementation of the contract, have not and shall not:
- a) Offer, promise, pay, give, or authorise; financial benefits or other benefits, or anything else of value, to any other person, entity, or organisation, with the intention of exerting undue influence over the recipient, encouraging the recipient to breach their obligations, secure an inappropriate advantage, or inappropriately reward recipients for past actions.

- b) Offer, promise, pay, give, or authorise; to request or receive an inappropriate advantage, or accept such an offer, in connection with a position, a company, or a task.
- c) Request, receive, or accept, for themselves or others, any financial or other benefit, or anything else of value, as motivation or reward for breaking a loyalty commitment to the Company or the Contractor, or performing an action that can be inappropriately related to the contract or the Company.

The Contractor shall promptly report to the Company inappropriate requests or solicitations for benefits as mentioned in section 2.1.

Without prejudice to any other rights or sanctions the Company may have, any violation of this agreement's section 2.1 shall be deemed a contract breach, and the Company has the right to terminate the agreement with the Contractor in accordance with the contract's provisions.

- 2.2 All financial settlements of all kinds, invoices, and reports submitted to the Company by the Contractor shall clearly show the real activities and transactions handled on behalf of the Company and shall be considered by the Company or its representatives as complete and accurate.

### **3 Sanctions and export control**

- 3.1 The Contractor guarantees that, in the implementation of the contract, applicable legislation regarding export control will be followed. All relevant licenses issued by the authorities necessary in connection with export control will be obtained and followed in the implementation of the Contract, including, but not limited to, all necessary licenses issued by a public authority in connection with the export, re-export, import, or transfer of objects (goods, technology, and services).
- 3.2 The Contractor shall provide the Company with information about export-controlled objects (goods, technology, and services), including the jurisdiction of export control and classification of the controlled objects, and copies of any export/import license supporting relevant exceptions from licensing requirements.
- 3.3 The Contractor guarantees that the Contractor's subcontractors and their contract parties, and any other representative in connection with the implementation of the contract, are subject to the same compliance requirements with the export control rules as the contractor. If the Contractor becomes aware that export control rules are not followed, the Contractor shall immediately notify the Company.
- 3.4 Violation of export control rules and in section 3 implies that the Company may terminate the contract with the Contractor.

#### **4 Anti-money laundering and counter-terrorism financing**

- 4.1 The Contractor guarantees that the Contractor and its owners, affiliated companies, employees, representatives, and, to the Contractor's knowledge, subcontractors and others associated with the fulfillment of the contract:
- a) Have conducted and will conduct all activities in accordance with all applicable anti-money laundering rules, including in law and regulation.
  - b) Have and will not cover up or hide the origin, source, location, nature, movement, or ownership of an asset knowingly that such an asset is a result of crime.
  - c) Will not engage in transactions or provide resources or support to individuals or organisations associated with terrorism.
- 4.2 Without prejudice to any other rights or sanctions the Company may have, any breach of anti-money laundering rules and terrorism financing will result in the Company terminating the contract with the Contractor, following the contract's rules.

#### **5 Compliance with tax laws and prevention of facilitation of tax evasion**

- 5.1 The Contractor guarantees that the Contractor and its owners, affiliated companies, employees, representatives, and, to the Contractor's knowledge, the subcontractor and others associated with fulfilling the contract have not and will not contribute to tax evasion themselves or through others.

#### **6 Human rights**

- 6.1 The Contractor shall perform its contractual obligations in accordance with the United Nations Guiding Principles on Business and Human Rights (2011) (the UNGPs). The Contractor shall conduct due diligence to identify, rectify, and, if necessary, remedy adverse impacts on human rights.
- 6.2 The Contractor shall:
- a) prohibit and ensure that the Contractor does not use any form of coercion in connection with labour, other forms of modern slavery, human trafficking, or child labour. The Contractor shall take necessary steps to ensure that no form of modern slavery occurs in connection with work for the implementation of the contract, subcontractors, or anywhere else in the supply chain.
  - b) Ensure that no person employed or engaged by the Contractor in connection with the implementation of the contract is paid to be employed or to be employed, but that all fees and expenses are paid by the Contractor.
  - c) Not retain identification papers, travel documents, or work permits as a condition of employment.
- 6.3 The Contractor shall immediately notify if there is reason to believe that there is a breach of the provisions in sections 6.1 and 6.2, modern slavery, or child labour in the Contractor's workforce, subcontractors, or in the supply chain.

**6.4** The Contractor guarantees that no form of modern slavery is used and that necessary steps have been taken to ensure that it does not exist in the supply chain.

## **7 Transparency Act**

7.1 The Contractor guarantees that the Contractor's employees, agents, representatives, and any other representative acting on behalf of the Contractor, as well as subcontractors' employees, agents, representatives, and any other acting on behalf of the subcontractor, and in addition to other direct or indirect representatives involved in the implementation of the contract, follow the Transparency Act with its associated law and regulations, including conducting due diligence and following the duty to inform.

### **7.2 The Contractor shall:**

- a) Identify and prioritise collaboration with subcontractors and others in the supply chain where the risk of non-compliance with the Transparency Act is least.
- b) Ensure that due diligence and information flow in accordance with the Transparency Act are anchored at all levels in the Contractor's organisation, including in the Board, management, internal procedures, and processes.

7.3 After reasonable notice to the Contractor, the Company shall have the right to conduct audits of the Contractor to ensure compliance with the obligations in the Transparency Act regarding the implementation of the contract. Upon the Company's request, the Contractor shall assist the Company in such audits, including providing access to documentation and supporting documents.

## **8 Fair competition**

8.1 The Contractor shall not engage in any activity that is anti-competitive in the execution of the contract. Anti-competitive means any action that restricts full and open competition for products and services, including price fixing, bid rigging, market allocation, or abuse of market power.

## **9 Data privacy and information security**

9.1 To the extent that the Contractor processes sensitive/personal data on behalf of the Company in the execution of the contract, the Contractor guarantees that data is processed in accordance with national and international laws and regulations on the processing of such information. The Contractor shall not process the Company's sensitive information without the Company's written consent.

## **10 Environment and climate**

10.1 The Contractor shall minimise its impact on environment and climate, such as emissions to air and sea, waste generation, chemical use, water use or the like. Fish health and welfare and protection of biodiversity must always be respected. We expect the Contractor to assess and report on environmental and climate impact, and to implement appropriate measures. Contractors are encouraged to set ambitious climate goals and adopt a circular approach to the use of materials.

## **11 Contractor's contact with third parties**

11.1 If the Contractor is authorised to represent the Company to a third party, including, but not limited to, any public authority, the Contractor shall follow the Company's guidelines for how tasks are performed when the Contractor acts as an intermediary.

## **12 Investigation and monitoring of subcontractors (due diligence for integrity)**

12.1 The Contractor shall, when choosing and using subcontractors in connection with the implementation of the contract:

- a) Before entering into the contract, conduct a risk-based investigation of all subcontractors to assess the risk of a subcontractor behaving inconsistently with the provisions of SSCT. The Contractor shall only select subcontractors with the least associated risk.
- b) During the contract implementation period, take necessary steps to monitor that subcontractors act in accordance with the contract's provisions and SSCT. If the Contractor becomes aware that the subcontractor is not acting in accordance with the provisions of SSCT, the Contractor shall promptly take necessary steps to ensure that the subcontractor changes behavior to comply with SSCT.
- c) Document the investigation and monitoring of subcontractors in connection with SSCT.