

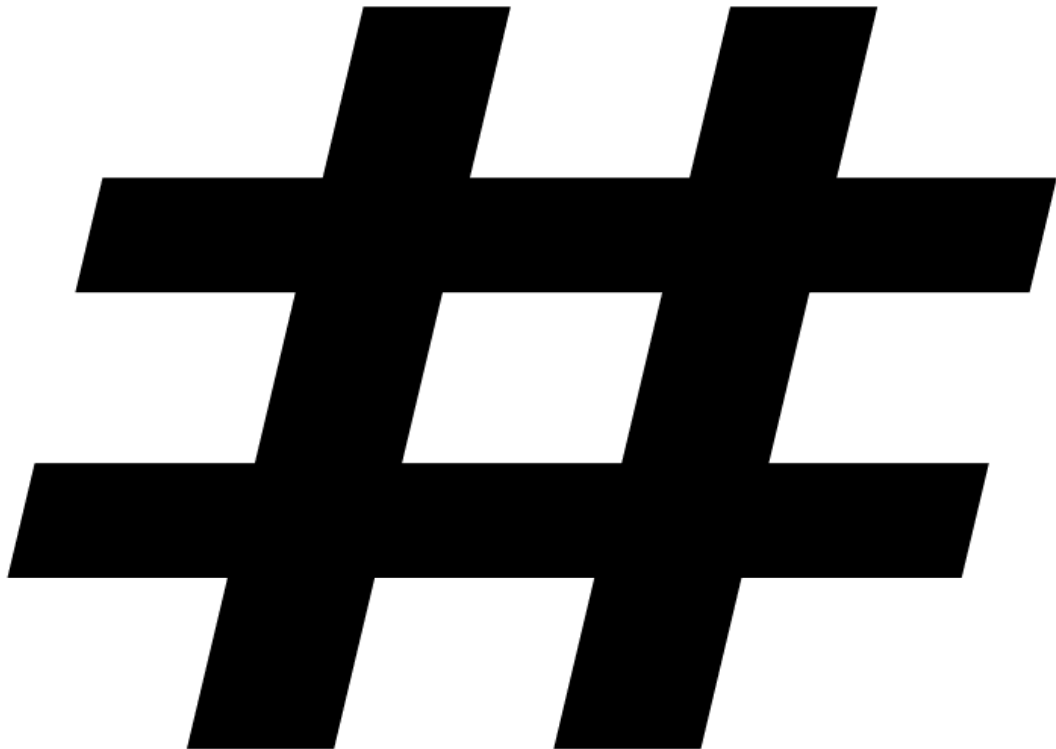
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Appendix to the Code of Conduct

Contractual terms for safeguarding fundamental human rights and national security interests in the supply chain

Ruter AS



Routine owner: Legal Services	Contractual terms for safeguarding fundamental human rights and security interests in the supply chain	Valid from: 01.02.2024
Approved by: Board of Directors, in Case no. 96/2022		Last revised: 01.07.2024



Throughout the contract period, the supplier shall comply with the Code of Conduct for Ruter's Suppliers and items 1-4 of these contractual terms.

The contractual terms are based on the UN Guiding Principles on Business and Human Rights using due diligence as a method. Due diligence is an internationally recognised method for mapping, preventing, limiting and explaining how businesses deal with any negative impact on employee rights and human rights in their own operations and in the supply chain.

If the supplier uses subcontractors to fulfil a contract, the supplier is obligated to continue to strive for compliance with the requirements for the supply chain.

1.1 Compliance with international conventions and working environment legislation in production countries

Products that are included in all types of deliveries to Ruter AS shall be manufactured in conditions compatible with the conditions described below. The requirements apply to the supplier's own operations and in the supply chain. The requirements include:

- ILO core conventions on forced labour, child labour, discrimination, trade union rights and the right to collective bargaining and a safe and healthy working environment: nos. 29, 87, 98, 100, 105, 111, 138, 155, 182 and 187.
 - Where conventions 87 and 98 are limited by national law, the employer shall facilitate, and not prevent, alternative mechanisms for free and independent organization and negotiation.
- United Nations Convention on the Rights of the Child, Article 32.
- Working environment legislation in production countries¹. Of the particularly relevant factors we include (1) wage and working hour provisions, (2) EHS/environment, health and safety, (3) regular employment conditions including employment contracts, as well as (4) statutory insurance and social arrangements.
- Consideration of marginalized population groups. The production and use of natural resources must not contribute to destruction of the source of income for indigenous peoples or other marginalized population groups, for example by confiscating large areas of land, irresponsible use of water or other natural resources on which the population groups depend.

Where international conventions and national legislation deal with the same topic, the highest standard shall always apply.

1.2 Compliance with national security interests

If the contract involves economic activity involving operators associated with countries that may pose a risk or threat to national security interests, the supplier shall follow the enclosed guidelines from the Ministry of Transport and Communications in its due diligence assessments.

2. Due diligence policies and procedures

In order to fulfil the requirements stated in Item 1, as well as to prevent and address any deviations from the requirements, the supplier shall at the start of each contract or no later than 6 months after

¹This means all production countries in the supply chain where extraction and production of raw materials and/or components/semi-finished products and/or finished goods takes place, including distribution and transport.

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the commencement of a contract, have due diligence policies and routines in place, in the case that Ruter finds risk linked to the products or services. Ruter may require that the supplier develops policies and routines for due diligence if Ruter finds that the products or services are linked to risk for negative impact on human and/or working conditions. Enterprises covered by the Transparency Act must have this in place at the start of the contract. The supplier's due diligence shall include:

- 2.1** One or more publicly available policies, adopted by the Board of Directors. At a minimum, the content shall include an obligation to comply with the requirements in Item 1, in its own activities and in the supply chain. One or more employees at management level shall be responsible for compliance and reporting.
- 2.2** Routines for dissemination and regular follow-up of such policies in own operations and in the supply chain.
- 2.3** Routines for performing regular risk analyses in one's own business and in the supply chain. This means identifying and prioritising the risk of breaches of the requirements in Item 1. The routine(s) shall also describe what measures the supplier intends to implement to prevent, stop and/or reduce the consequences of breaches of the requirements. In line with the due diligence method, the most serious risk, regardless of where in the supply chain the risk is, should be prioritised first.

3. Contract follow-up

The supplier shall ensure that the requirements in Item 1 and Item 2 are complied with in own operations and in the supply chain. The client may require that compliance be documented by *one or more* of the following measures:

- 3.1** Document adopted policies and routines; cf. Item 2.
- 3.2** Provide an overview of supply chain production units, including contact information, for selected risk products, and/or components and/or raw materials. The client shall specify which products and which part of the supply chain are to be provided.
- 3.3** Complete self-reporting no later than six weeks after dispatch from the client, unless the client has set a different deadline.
- 3.4** Document completed risk analyses and report on follow-up and actions initiated following the findings.
- 3.5** Participate in follow-up conversation(s) with the client, and any other relevant stakeholders.
- 3.6** Present report(s) relevant to the requirements in items 1 and 2.
- 3.7** Checking and auditing the requirements in Item 1 and Item 2 in the supply chain.
- 3.8** Checking and auditing the requirements in Item 1 and Item 2 in the supply chain. Checks and audits shall be carried out in cooperation between the supplier and the client.

If the supplier becomes aware of matters contrary to items 1 and 2 of the supply chain, the supplier shall report this to the client without undue delay.

4. Sanctions

In the event of a breach of items 1-3, or if there are deficiencies in the documentation, the sanctions or fines stated in the main contract shall apply, with the following additions and clarifications as needed. The client may:

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4.1 Require correction: The supplier shall present an action plan for when and how the breaches are to be corrected. The measures shall be reasonable in relation to the nature and scope of the breaches. The action plan must be presented within four weeks. In the event of significant breach, the client may set a shorter deadline. The client must approve the action plan and documentation of corrections.

4.2 Pause all or part of the delivery when:

4.2.1 The supplier does not meet the requirement of submitting an action plan.

4.2.2 The action plan is not complied with.

During a stoppage, compensation purchases can be made with another supplier; this is not considered a breach of contract.

4.3 Require the supplier to replace a subcontractor: In the event of significant breach of contract, repeated serious breaches or if the action plan is not complied with. This shall take place at no cost to the client.

4.4 Terminate the contract: In the event of significant breaches of contract, repeated serious breaches, or if the action plan is not complied with.

Revision history:

Date	Version	Description of change	Made by	Approved by
19.12.2023	1.0	Implementation of the Ministry of Transport and Communications' guidelines for enterprises in the transport sector for safeguarding national security	Legal Services, c/o Line C. Werner	The Board
01.02.2024	2.0	Added the ILO's core convention on health and safety (no. 155 and 187) and a point regarding protection of marginalized population groups.	Legal Services, c/o Line C. Werner	CFO
01.07.2024	3.0	Changed wording in point 2. Ruter can require that the supplier develop policies and routines for due diligence assessments after a contract has been entered into if Ruter finds that the products or services in the procurement are associated with a risk of negative impact on human rights and/or working conditions.	Legal Services, c/o Line C. Werner	CFO