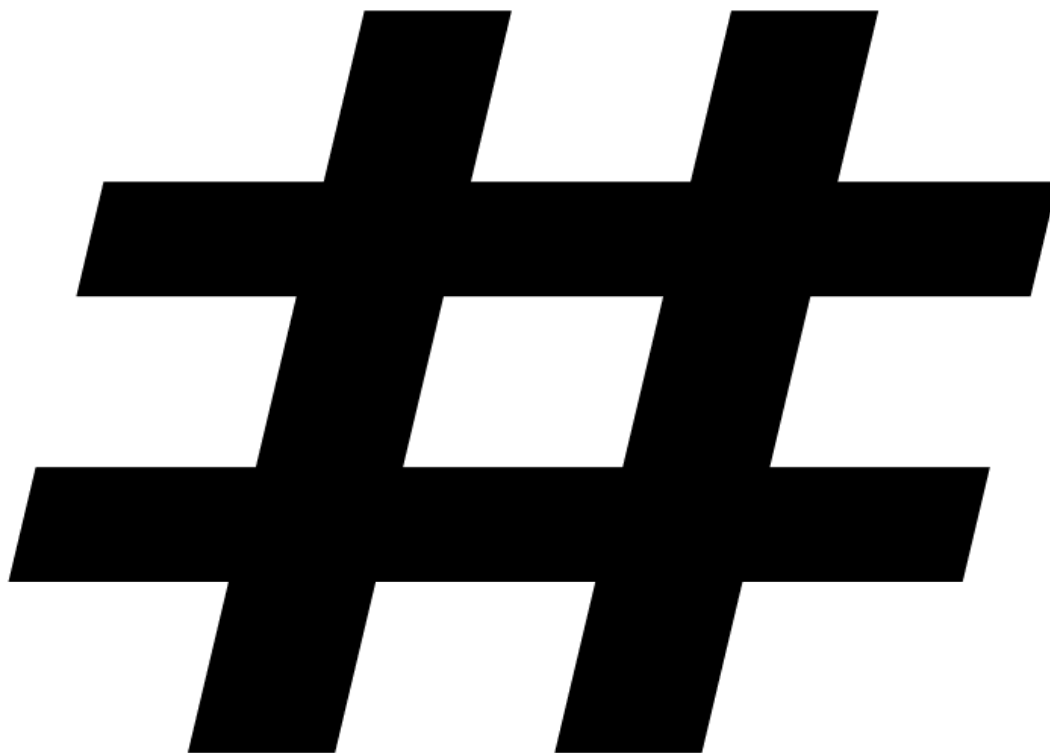


Date: 01.07.2024

Version: 2.0

Code of Conduct for Ruter's Suppliers

Ruter AS



Document owner: Legal Services	Code of Conduct for Ruter's Suppliers	Valid from: 19.12.2022
Approved by: Board of Directors, Case #96/2022		Last revised: 01.07.2024



1. About the Code of Conduct

The Code of Conduct describes Ruter's overall requirements and expectations for enterprises that supply goods and services to Ruter. The Code of Conduct was adopted by Ruter's CEO on 22 January 2014. The Code was last revised and adopted by the Board on 19 December 2022.

2. Compliance with legal precepts

In addition to complying with the Code of Conduct, suppliers must also comply with all applicable laws and regulations. In the event of a conflict between our Code of Conduct and other legislation, the highest standard shall apply.

3. Human rights and labour rights

Ruter's suppliers shall respect basic requirements for human rights, employee rights and environmental legislation. The United Nations Convention on the Rights of Persons with Disabilities (CRPD) shall be respected within the framework of Norwegian law.

Products and services that are included in all types of deliveries to Ruter AS shall be manufactured and performed under conditions compatible with appurtenant internationally recognised basic human rights, key UN Conventions, the ILO Conventions and national working environment legislation in the countries of production. In accordance with the UN Guiding Principles on Business and Human Rights, companies have an independent responsibility to respect internationally recognised human rights and ILO core conventions.

In addition to this Code of Conduct, the enclosed contractual terms for safeguarding fundamental human rights and national security interests in the supply chain shall apply. The Code of Conduct and the terms and conditions of contract form a part of all contracts between the parties.

4. Working environment

The supplier shall

- a. Respect every person's dignity, privacy and rights.
- b. Not tolerate unacceptable treatment of employees, including psychological abuse, harassment and discrimination.
- c. Prohibit conduct involving statements, body language and physical contact that is of a sexual, coercive, threatening, abusive or exploitative nature.
- d. Comply with applicable working hour regulations in accordance with national law.

5. Behaviour towards Ruter's customers and others whom the supplier comes into contact in their dealings on behalf of Ruter

The supplier shall

- a. Respect every person's dignity, privacy and rights.
- b. Not tolerate unacceptable treatment of employees, including psychological abuse, harassment and discrimination.

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- c. Prohibit conduct involving statements, body language and physical contact that is of a sexual, coercive, threatening, abusive or exploitative nature.

In the event of a significant or repeated breach of Item 5, the client may require the supplier to exclude the employee involved from the assignment for all or part of the contract period.

6. Corruption and bribery

The supplier shall

- a. Not accept or take part in any form of corruption or bribery, including any form of payment or other transfer of benefits to public officials.
- b. Neither directly nor indirectly give gifts to Ruter's employees or representatives. The exception here is gifts of negligible value in connection with lectures or the like.
- c. Neither directly nor indirectly, pay for social events, entertainment, travel or the like for any of Ruter's employees or representatives. The exception here is for inexpensive working meals.
- d. Not offer Ruter's employees or representatives foods or beverages, expense coverage, gifts, discounts or other benefits in situations related to tender competitions, contract negotiations or the awarding of contracts.

7. The environment

The supplier shall

- a. Comply with all applicable legislation concerning the climate and protecting the natural environment.
- b. Take measures to reduce the negative impact of their activities on the climate and the natural environment.
- c. Use or apply a satisfactory environmental management system and adopt an environmental policy that has an acceptable standard in relation to the subject of the contract. This shall be governed in more detail in each contract.

8. Employee health and safety

The supplier shall

- a. Take responsibility for the health and safety of its employees.
- b. Control any risks or hazards and take precautions to avoid accidents and work-related illnesses.
- c. Provide training and ensure that employees have the necessary knowledge in relation to health and safety conditions.
- d. Have a satisfactory occupational health and safety management system in place, in accordance with the Norwegian Working Environment Act.

9. Money laundering

The supplier shall oppose any form of money laundering and shall take the necessary steps to prevent such incidents from occurring in connection with its financial transactions.

10. Competition

The supplier shall under no circumstances cause or be complicit in any breach of the rules for tender competitions, including unlawful price cooperation or market sharing.

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11. Follow-up and control

The supplier is obligated to comply with this Code of Conduct for the entire contract period.

The supplier is obligated to report compliance with the requirements stated in the Code of Conduct at the request of the client.

12. Violation of the Code of Conduct

Violation of the Code of Conduct involves a breach of contract. In the event of a breach of contract, the supplier is obligated to correct the breach by the deadline stipulated by the client, provided that the deadline is not unreasonably short. The corrections must be documented in writing and in the manner determined by the client. A significant breach of contractual obligations may be invoked by the client as a basis for termination of contract, even if the supplier corrects the situation. If a breach occurs in the supply chain, the client may require the supplier to replace a subcontractor(s). This shall take place at no cost to the client.

If the supplier becomes aware of matters contrary to the Code of Conduct, the supplier shall report this to the client without undue delay.

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
01.07.2024	2.0	Changed wording in point 3. The Code of Conduct and the appendix "Contractual terms for safeguarding fundamental human rights and national security interests in the supply chain" shall be included in all contracts, even if the risk is low.	Legal Services Line C. Werner	CFO