

NRK Business Partner Code of Conduct

1. General Requirements for our Business Partners

Trust from both inside and outside our organization is crucial for NRK. Without trust, our social responsibility cannot be fulfilled. NRK takes social responsibility when we manage our resources in an ethical and efficient manner. Therefore, NRK requires that all business partners (contractual partners and suppliers) follow the same ethical standard as we do.

NRK's ethical guidelines for business partners outlines the ethical business requirements that all our business partners must follow. The guidelines shall be held in accordance with the contract, which may include additional business ethical requirements for each business partner.

NRK requires our business partners to comply with national legislation as well as internationally recognized conventions within the areas mentioned below. Where there are differences between national and international requirements, the business partner must adhere to the strictest one.

Business partners subject to the Norwegian Transparency Act, must have procedures in place for due diligence assessments.

2. Human Rights

The business partner must respect internationally recognized human rights and avoid involvement in any violations thereof.

The business partner shall respect the dignity, privacy and personal rights of all individuals.

3. Worker Rights and Labour Standards

3.1. Right to Freedom of Association and Collective Bargaining

The business partner shall ensure and acknowledge the right to freedom of association, and in cases where a significant portion of the employees' consent, the right to collective bargaining.

The business partner shall not discriminate against worker representatives or members of trade unions but facilitate so these individuals have the opportunity to perform their functions at the workplace.

3.2. Forced Labour

The business partner shall not use any form of force in connection with employment or in the workplace. The business partner shall secure that the employment relation is based on voluntary consent and free from any forms of threat.

The business partner shall ensure that all employees are free to terminate their employment after providing reasonable notice to the business partner. Employees shall not be required to deposit money, identity documents or similar as a condition of employment or to maintain their employment.

3.3. Terms of Employment

Employees shall have the right to compensation in accordance with national minimum wage standards and shall not be forced to invest their labour in exchange for shares of future profits. All wages must be agreed upon in writing and transferred to the employee in a timely manner. Business conditions shall ensure that working hours are not disproportionately long, and as a minimum, comply with the limits within relevant national laws.

The business partner will respect the individual employee's need for rest and ensure that all employees have the right to satisfactory paid leave.

Business partners to NRK shall ensure compliance with labour laws at the location of production of goods or services and shall upon request provide documentation on how this is ensured.

The business partner shall ensure compliance with legally mandated working time provisions and provide all employees with written employment contracts describing the employment relationship in a language that the employee understands.

3.4. Child Labour

The business partner shall not utilize child labour or any form of labour that deprives children of their childhood, potential or dignity, or that is detrimental to the child's physical or mental health or development. The business partner shall not use children under 15 years of age as labour force.

However, NRK acknowledges the use of such labour in accordance with exceptions implemented in national law in line with EU Council Directive 94/33/EC, such as Chapter 11 of the Working Environment Act. Other cases must be clarified and approved in writing by NRK in advance.

3.5. Discrimination and Harassment

The business partner shall have zero tolerance for direct or indirect discrimination based on race, colour, sex, sexual orientation, religion, political opinions, national affiliation, or social background. The business partner shall promote diversity and equality in their employment.

The business partner shall have zero tolerance for all forms of sexually intrusive, threatening, insulting or exploiting behaviour.

3.6. Health, Safety and Environment

The business partner shall ensure that all employees have a healthy and safe work environment. The business partner shall plan and act to avoid injuries and work systematically to manage risks.

4. Environment and Climate

The business partner shall support the precautionary principle in addressing environmental challenges, take initiatives that promote increased responsibility for nature and the environment, as well as encourage development and promotion of environmentally friendly technologies.

The business partner shall continuously work to reduce energy consumption and promote a circular economy. The business partner shall strive for a low carbon footprint.

5. Responsible Business Conduct

5.1. Anti- Corruption

The business partner shall not offer, promise or give any form of improper advantage, service or incentives to public officials, international organizations or other third parties with the intention of obtaining personal or business benefits. This applies regardless of whether this advantage is being offered directly or indirectly through an intermediary.

5.2. Competition

The business partner shall not cause or participate in breach of competition laws, such as illegal price cooperation, illegal market cooperation or any other form of illegal anticompetitive behaviour.

5.3. Sanctions

The business partner shall not engage in business activities with countries, groups, organizations or individuals subject to sanctions from UN, EU or in under the Sanctions Act.

6. Relations with NRK employees

The business partner shall not, directly or indirectly, offer gifts to NRK employees, representatives of NRK or anyone closely related to them, unless the gift is of insignificant value. Such gifts shall not be gifted with conditions and shall not be in the form of cash or anything redeemable in cash.

Hospitality, such as social events, meals or entertainment may be offered if there is a business aspect involved and the cost is kept at a modest level.

Gifts shall never be offered or given in connection with procurement processes or contract negotiations.

Expenses in relation to travel and accommodation for NRKs representatives shall be paid by NRK as a general rule.

7. Relations with Subcontractors

If the business partner is a supplier to NRK and uses subcontractors or other contributors in this context, the supplier is obliged to convey and contribute to compliance of these ethical guidelines with their subcontractors.

Clause 8 and 9 applies correspondingly to the follow-up of subcontractors of business partners who are suppliers to NRK.

8. Follow-up

8.1. Documentation and Control

Documentation of the business partners compliance to these guidelines may be required within reasonable time, in the following ways:

- Self-declaration and/or
- Documentation of adopted policy and procedures and/or reports, as well as providing overview documentation of production units in the supply chain and/or
- Follow-up meetings with NRK and/or
- Own or independent third-party audits of working conditions at the production site

NRK has the right to conduct both announced and unannounced inspections at the business partner's production site during the production period.

During such inspection the business partner is obliged to provide names and contact information of subcontractors. Such information will be treated confidentially.

The business partner can choose to document compliance through adequate certification of the business.

8.2. Reporting Breaches of Ethical Guidelines

The business partner shall notify NRK in case of breaches or reasonable suspected breaches of these ethical guidelines.

The reporting obligation applies to both matters within own organization, and matters related to subcontractors throughout the contractual chain if the business partner is a supplier to NRK. The business partner shall provide NRK with all necessary information for NRK to conduct the necessary verification of the supplier.

9. Contractual Remedies

Violation of these guidelines constitutes a breach of contract. In the event of such a breach, the business partner is obligated to rectify the specific issue within a deadline set by NRK. The deadline shall be reasonable in relation to the nature of the breach of contract. Corrections shall be documented in writing and in the manner determined by NRK. If the contract breach is not rectified within the specified deadline, NRK is in position to order a stoppage of production related to the contract.

Repeated violation of these guidelines and/or repeated lack of corrections after violations have been pointed out by NRK, shall always be considered as material breach of contract.

In case of material breaches NRK may terminate the contract with immediate effect. When considering if a breach of contract is material, both NRKs financial loss and reputational damage, , or the risk of such financial loss and/or reputational damage shall be taken into account.

In addition to contract termination, NRK is entitled to damages for any financial loss suffered as a result of the contract breach.