

# Promon Group Supplier Code of Conduct

## 1. Purpose

Promon AS is committed to conducting business with integrity, accountability, respect for human rights, strong information security, and responsible environmental practices. This Supplier Code of Conduct sets out the minimum standards that Promon expects from all suppliers and business partners that provide goods or services to Promon.

Promon's corporate culture is based on trust, curiosity, humor, and ambition. These values shape how we work with each other, our customers, our partners, and our suppliers. We expect suppliers to act consistently with these values and with the legal, ethical, security, and sustainability expectations set out in this SCoC.

## 2. Scope and application

This Supplier Code of Conduct applies to all suppliers and third parties that provide goods or services to Promon, whether directly or indirectly. It also applies to suppliers' employees, representatives, agents, subcontractors, and other third parties used in connection with goods or services provided to Promon.

Suppliers are responsible for ensuring that their own personnel and relevant subcontractors understand and comply with this Code. Where suppliers use subcontractors or other third parties to deliver goods or services to Promon, suppliers must ensure that equivalent standards are applied throughout the relevant supply chain.

Promon may require suppliers to confirm compliance with this Code as part of onboarding, contracting, renewal, risk assessment, audit, or due-diligence activities.

## 3. Compliance with laws and higher standards

Suppliers shall comply with all applicable laws, regulations, permits, contractual obligations, and industry standards in the countries where they operate and where goods or services are delivered.

Where this Code sets a higher standard than applicable law, suppliers are expected to comply with this Code to the extent legally permitted. Where applicable law conflicts with this Code, suppliers shall notify Promon and seek to uphold the principles of this Code as far as possible.

Suppliers shall maintain appropriate policies, procedures, controls, training, and records to demonstrate compliance with applicable legal and contractual obligations.

## 4. Business integrity and anti-corruption

Promon has zero tolerance for bribery, corruption, extortion, embezzlement, fraud, facilitation payments, kickbacks, money laundering, terrorist financing, tax evasion facilitation, or other improper business conduct.

Suppliers shall not, directly or indirectly, offer, promise, give, request, accept, or receive anything of value to obtain an improper advantage, influence a decision, secure business, retain business, or improperly perform a duty.

Suppliers shall comply with all applicable anti-corruption, anti-bribery, anti-money-laundering, and counter-terrorist-financing laws, including laws applicable to interactions with public officials, political organizations, private-sector customers, intermediaries, and business partners.

Suppliers shall not make facilitation payments on behalf of Promon or in connection with Promon business, regardless of local custom or practice.

## 5. Business integrity and anti-corruption

Suppliers shall ensure that gifts, hospitality, entertainment, travel, donations, sponsorships, or other benefits are lawful, modest, infrequent, transparent, accurately recorded, and not intended or perceived to improperly influence business decisions.

Suppliers shall not offer gifts, hospitality, travel, entertainment, employment opportunities, personal benefits, or other advantages to Promon employees or representatives where this could create or appear to create an improper influence or conflict of interest.

Suppliers shall promptly disclose any actual, potential, or perceived conflict of interest involving Promon, including personal relationships, family relationships, financial interests, outside engagements, employment relationships, or other circumstances that may affect impartial business decisions.

## 6. Sanctions, export controls, and trade compliance

Suppliers shall comply with all applicable sanctions, export-control, import-control, customs, embargo, and trade-compliance laws and regulations.

Suppliers shall not provide goods, services, software, technology, data, or support to Promon in a manner that would cause Promon to breach applicable sanctions, export-control, or trade-compliance requirements.

Suppliers shall not use sanctioned persons, sanctioned entities, restricted parties, prohibited territories, or unauthorized intermediaries in connection with goods or services provided to Promon.

Suppliers shall promptly notify Promon if the supplier, its owners, directors, officers, affiliates, or relevant subcontractors become subject to sanctions, export restrictions, trade restrictions, or similar measures that may affect the supplier's ability to perform services for Promon.

## 7. Human rights and decent working conditions

Suppliers shall respect internationally recognized human rights and decent working conditions. Suppliers shall conduct their business in accordance with the principles reflected in the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and the UN Global Compact principles.

Suppliers shall not use, tolerate, support, or benefit from child labour, forced labour, bonded labour, debt bondage, prison labour, slavery, servitude, human trafficking, or any other form of coercive or exploitative labour.

Suppliers shall ensure that all work is voluntary and that workers are free to leave employment in accordance with applicable law and contractual terms. Suppliers shall not retain workers' identity documents, charge recruitment fees to workers, or otherwise restrict workers' freedom of movement.

Suppliers shall respect workers' rights to freedom of association, collective bargaining, and worker representation in accordance with applicable law. Workers shall not be subject to discrimination, harassment, intimidation, or retaliation for exercising these rights.

Suppliers shall provide employment terms that are clear, lawful, and understandable to workers. Workers shall receive written employment terms required by law. Suppliers shall comply with applicable laws and collective agreements on wages, benefits, working hours, overtime, rest periods, holidays, and leave.

Suppliers shall pay wages and benefits that meet or exceed applicable legal requirements and applicable collective agreements. Suppliers are encouraged to work towards living wages in line with recognized international standards.

## 8. Diversity, equity, inclusion, and non-discrimination

Suppliers shall provide a workplace free from discrimination, harassment, bullying, abuse, threats, and degrading treatment.

Suppliers shall not discriminate based on gender, pregnancy, parental status, age, disability, ethnicity, nationality, race, color, religion, belief, political opinion, trade-union affiliation, sexual orientation, gender identity or expression, marital status, social origin, or any other status protected by applicable law.

Suppliers shall actively promote equal opportunity and fair treatment in recruitment, employment, compensation, promotion, training, discipline, and termination.

## 9. Health, safety, and wellbeing

Suppliers shall provide a safe, healthy, and secure working environment for their employees, contractors, and visitors.

Suppliers shall comply with applicable occupational health and safety laws and maintain appropriate systems to identify, assess, prevent, and mitigate workplace risks. This includes appropriate training, emergency preparedness, incident reporting, protective equipment, safe equipment and facilities, and corrective actions following incidents or near misses.

Suppliers shall promote the physical and mental wellbeing of workers and shall take reasonable steps to prevent work-related injury, illness, and harm.

## 10. Environmental responsibility and climate

Suppliers shall comply with all applicable environmental laws, regulations, permits, and reporting obligations.

Suppliers shall take a precautionary approach to environmental challenges and work to reduce the environmental impact of their operations, products, and services. This includes, where relevant, reducing greenhouse-gas emissions, energy consumption, water consumption, waste, pollution, and harmful substances.

Suppliers shall support Promon's environmental and climate commitments by providing relevant environmental information upon request and by taking reasonable steps to measure, manage, and reduce environmental impacts associated with goods or services provided to Promon.

Suppliers shall not make misleading environmental claims or engage in greenwashing in connection with goods or services provided to Promon.

## 11. Responsible sourcing and supply-chain due diligence

Suppliers shall apply a risk-based approach to responsible business conduct throughout their own operations and relevant supply chains.

Suppliers shall identify, assess, prevent, mitigate, cease, and remediate actual and potential adverse impacts on human rights, decent working conditions, the environment, business integrity, information security, and other areas covered by this Code.

Suppliers shall cooperate with Promon's due-diligence activities, including by providing timely, accurate, and complete information about their operations, ownership, subcontractors, supply chains, policies, controls, and identified risks.

Suppliers shall promptly notify Promon of any actual or potential adverse impact, serious breach, investigation, enforcement action, or material risk related to goods or services provided to Promon.

Where suppliers cause or contribute to adverse impacts, suppliers shall provide for or cooperate in appropriate remediation.

## 12. Privacy and data protection

Suppliers shall comply with all applicable privacy and data-protection laws, including the General Data Protection Regulation where applicable.

Where suppliers process personal data on behalf of Promon, suppliers shall process such data only in accordance with Promon's documented instructions and applicable data-processing agreements.

Suppliers shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, loss, misuse, alteration, disclosure, or destruction.

Suppliers shall ensure that personal data is accessed only by authorized personnel with a legitimate need to know. Suppliers shall not transfer personal data internationally unless appropriate legal safeguards are in place.

Suppliers shall promptly notify Promon of any actual or suspected personal-data breach affecting Promon, Promon employees, Promon customers, or data processed on behalf of Promon.

Upon termination or expiry of the relevant engagement, suppliers shall return or securely delete Promon personal data in accordance with contractual and legal requirements.

## 13. Information security and cybersecurity

Promon is a cybersecurity company. Suppliers are therefore expected to maintain a high standard of information security, particularly where they have access to Promon systems, source code, confidential information, customer information, production environments, business-critical services, or personal data.

Suppliers shall protect Promon's and Promon customers' assets, systems, information, and data against unauthorised access, disclosure, alteration, loss, misuse, disruption, or destruction.

Suppliers shall maintain appropriate technical and organisational security measures, which may include access controls, least-privilege access, multi-factor authentication, encryption, secure configuration, vulnerability management, malware protection, logging, monitoring, backup procedures, business-continuity planning, secure development practices, and incident-response processes.

Suppliers shall ensure that personnel with access to Promon information or systems receive appropriate security training and are subject to confidentiality obligations.

Suppliers shall not access, copy, transfer, disclose, or use Promon information except as authorised and necessary to provide goods or services to Promon.

Suppliers shall notify Promon without undue delay of any actual or suspected security incident affecting Promon, Promon customers, Promon data, Promon systems, or services provided to Promon. Suppliers shall cooperate with Promon in investigating, containing, remediating, and reporting such incidents.

Promon may request reasonable evidence of a supplier's security posture, such as completed security questionnaires, security policies, certifications, audit reports, penetration-test summaries, vulnerability-management evidence, or other relevant documentation.

#### 14. Responsible use of artificial intelligence and automated systems

Suppliers shall use artificial intelligence, machine learning, automated decision-making, and similar technologies responsibly, lawfully, securely, and transparently in connection with goods or services provided to Promon.

Suppliers shall not input, upload, train on, or otherwise process Promon confidential information, source code, security information, personal data, customer data, or other sensitive information in public or third-party AI systems unless expressly authorized by Promon and subject to appropriate legal, contractual, technical, and security safeguards.

Suppliers shall disclose material use of AI systems in services provided to Promon where such use may affect security, confidentiality, intellectual property, personal data, regulatory compliance, service quality, or decisions affecting individuals.

Suppliers shall ensure that AI-generated code, content, outputs, or recommendations used in services provided to Promon are appropriately reviewed, tested, and validated before use. Suppliers remain fully responsible for the quality, security, legality, and non-infringement of deliverables, regardless of whether AI tools are used.

Suppliers shall comply with applicable laws and regulations governing AI systems, including transparency, risk management, human oversight, data governance, and prohibited practices where applicable

#### 15. Confidentiality and intellectual property

Suppliers shall protect Promon confidential information and use it only for the authorized purpose of providing goods or services to Promon.

Suppliers shall not disclose Promon confidential information to third parties without Promon's prior written approval, unless required by law and subject to appropriate notice where legally permitted.

Suppliers shall respect Promon's and third parties' intellectual property rights, including patents, trademarks, copyrights, trade secrets, software rights, database rights, design rights, and open-source software obligations.

Suppliers shall ensure that deliverables provided to Promon do not infringe third-party rights and that all third-party software, open-source software, data, content, models, or materials are used in accordance with applicable licenses and contractual requirements.

## 16. Fair competition and responsible business conduct

Suppliers shall compete fairly and comply with applicable competition and antitrust laws.

Suppliers shall not engage in price fixing, bid rigging, market sharing, customer allocation, abuse of dominance, exchange of competitively sensitive information, or other anti-competitive conduct.

Suppliers shall conduct business honestly, transparently, and accurately. Suppliers shall maintain accurate books, records, invoices, and accounts relating to goods or services provided to Promon.

## 17. Tax, accounting, and financial integrity

Suppliers shall comply with applicable tax, accounting, financial-reporting, and record-keeping obligations.

Suppliers shall not engage in tax evasion, facilitate tax evasion, use fraudulent invoicing, conceal payments, misrepresent transactions, or maintain inaccurate records in connection with Promon business.

## 18. Reporting concerns and non-retaliation

Suppliers shall promptly report actual or suspected breaches of this Code, applicable law, or contractual obligations relating to goods or services provided to Promon.

Reports may be made to Promon Legal/Compliance at [legal@promon.no](mailto:legal@promon.no), through Promon's Whistleblowing channel [Whistleblowing report start | Whistlelink](#) or by regular post.

Suppliers shall not retaliate against any person who, in good faith, reports a concern, participates in an investigation, refuses to engage in unlawful conduct, or raises questions about compliance with this Code.

Suppliers shall maintain appropriate internal reporting mechanisms and shall ensure that workers can raise concerns without fear of retaliation.

## 19. Monitoring, audit, and evidence of compliance

Promon may request reasonable information, documentation, certifications, audit reports, policies, training records, risk assessments, remediation plans, or other evidence to verify supplier compliance with this Code.

Promon may conduct supplier assessments, questionnaires, interviews, audits, or site visits where appropriate and proportionate to the nature of the supplier relationship, the risk profile, and applicable contractual obligations.

Suppliers shall cooperate in good faith with Promon's compliance reviews and shall provide accurate and timely information.

If Promon identifies concerns, suppliers shall implement corrective actions within a reasonable timeframe agreed with Promon. Promon may require additional monitoring, remediation, suspension of work, or other measures depending on the severity of the issue.

## 20. Breaches and consequences

Failure to comply with this Code may result in corrective-action requirements, additional monitoring, suspension of work, withholding of payment where contractually permitted, termination of the supplier relationship, reporting to competent authorities, or other actions available under contract or law.

In cases of serious or repeated breach, Promon may terminate the supplier relationship with immediate effect where permitted by applicable contract and law.

## 21. Supplier acknowledgement

By entering into or continuing a business relationship with Promon, the supplier acknowledges that it has read, understood, and agrees to comply with this Supplier Code of Conduct.

Suppliers shall ensure that relevant employees, representatives, subcontractors, and other third parties involved in providing goods or services to Promon are informed of and comply with equivalent standards.