

# Supplier CODE OF CONDUCT

**Navigent  
Group**

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# SCOPE

**Navigent Group is committed to adhering to the highest standards of ethics and business ethics. According to our Code of Conduct, Navigent Group's employees are expected to comply with the law, fulfil their commitments, act in good faith, uphold our values and take responsibility.**

Our suppliers are critical to our success and in order to provide market-leading solutions and services in a responsible manner, we require You to meet our expectations of ethics and compliance. Navigent Group do not do business with suppliers which originate direct or indirect from countries subject to EU sanctions, including the supply chain You provide.

For the purposes of this Supplier Code, “SUPPLIER” means a company, group or other entity or person that sells, or attempts to sell, goods or services to Navigent Group, including the supplier’s employees, subcontractors and the rest of the supply chain

This Supplier Code of Conduct (the “Code”) sets out our expectations of each of our suppliers and is in line with the expectations we have of our own directors, employees and representatives. Navigent Group understands and expects our suppliers to have their own internal codes of ethics and believe and hope that these are fully in line with ours.

SUPPLIER is responsible for ensuring that their directors, officers, employees, representatives, and business partners understand and adhere to the expectations set forth in this Code. By signing this document or otherwise providing written confirmation, SUPPLIER agrees that they are responsible for complying with this Supplier Code of Conduct.

**General Disclaimer:** The expectations set forth in this Code are not intended to conflict with or modify the terms of the General Supply Agreement with Navigent Group. If a contractual requirement is more restrictive than this Code, you must comply with the more restrictive contractual requirement.

## Compliance with laws and regulations

The SUPPLIER must be aware of and maintain full compliance with all laws and regulations applicable in all countries in which they operate and do business.

The SUPPLIER shall comply with trade sanctions and money laundering laws and regulations and is only involved in business with funds that come from legitimate and traceable sources.

The SUPPLIER shall at all times comply with the highest requirements of either this Supplier Code of Conduct or the local laws and regulations where they operate. All suppliers must comply with the trade and export control rules applicable to the country in which they operate.

## Competition based on fair merit and anti-corruption

The SUPPLIER must compete based on the merits of its products and services.

The SUPPLIER must comply with international conventions against corruption. The SUPPLIER may not accept or offer compensation that could be interpreted as bribery or facility payments (e.g. payments to expedite or ensure the execution of a government action). Navigent Group does not accept that the SUPPLIER attempts to influence decisions made by government, customers, other suppliers or companies within Navigent Group.

The SUPPLIER shall not engage in any anti-competitive conduct for any reason whatsoever, whether on behalf of Navigent Group, on its own behalf or on behalf of others. Accordingly, the SUPPLIER may never rig bids, set prices or assign customers or markets, or exchange information (e.g. price, cost, production, etc.) with Navigent Group's competitors or its own competitors.

## **Confidential information and protection of intellectual property**

SUPPLIER shall respect the confidentiality of information relating to Navigent Group and our stakeholders and take steps to prevent the misuse of such information.

Navigent Group's intellectual property shall be protected, and SUPPLIER shall not use trademarks, patents, trade secrets or copyrighted material without the written consent of Navigent Group.

A non-disclosure agreement is a condition of doing business with Navigent Group.

## **Product safety**

The SUPPLIER must make all necessary efforts to ensure that the products and services provided are safe and have accurate and complete information about safety risks and how to use the product to ensure the highest possible product safety. All necessary inspection and testing must be properly carried out by appropriate authorized and qualified persons and all necessary certifications must be completed correctly.



## Fair treatment and non-discrimination

All employees of the SUPPLIER shall be treated with respect and without harassment in any form. There must be no discrimination at any time, including during the recruitment process. This includes, but is not limited to, age, ethnicity, national or social origin, gender, sexual orientation, marital status or parental status, pregnancy, disability or serious illness, religion or union membership.

All reports of perceived discrimination, harassment and/or bullying linked to our organisation in any way should be made via our whistleblower channel which can be found on our websites. Or click [here](#) to go directly to our whistleblower channel.

## Work environment

The SUPPLIER must comply with all health and safety regulations and take responsibility for the health and safety of its employees, temporary staff and consultants. Providing a safe, healthy and hygienic workplace is a must for the SUPPLIER.

The SUPPLIER shall provide training and ensure that employees are trained in occupational health and safety related issues.

The SUPPLIER must also carry out risk assessments regularly and take preventive measures against accidents.

## Child labour

The SUPPLIER should not have employees who are under 18 years of age, if a minor is employed, he or she shall have special protection and risk assessments shall be made before the work is carried out in accordance with applicable legislation.

The SUPPLIER must be able to show the age of all employees with documentation.

The SUPPLIER must also ensure that all new employees have completed compulsory schooling.

## Trafficking, forced labour and migrant workers

The SUPPLIER must comply with all laws and regulations prohibiting human trafficking.

The SUPPLIER may not use any form of forced labor, such as involuntary imprisonment, victims of slavery, involuntary labor, or illegal employees. The SUPPLIER should not punish its employees financially, for example by reducing payments or withholding payments. All employees must have the choice to voluntarily leave their employment after the agreed notice period without salary deductions.

Foreign workers should be treated in the same way as local workers. The SUPPLIER must have procedures and methods in place to minimise the risks of human trafficking. All employees without Swedish citizenship must hold a valid work permit when working in Sweden.

## Working hours and compensation

The SUPPLIER must comply with local wage regulations and/or collective agreements. If this is not the case, employees should be compensated at least minimum wage by law so that they can meet their basic needs. Furthermore, you must ensure that working hours, including overtime, do not exceed applicable legal requirements, and where such requirements do not exist, it is recommended not to exceed sixty hours per week including overtime. In addition, the supplier must ensure that employees receive at least one uninterrupted day off per week.



# Environment

The SUPPLIER must comply with international environmental conventions and local laws in the countries in which they operate.

The SUPPLIER shall limit the negative environmental impact, both direct and indirect, with realistic measures and work with continuous improvements to reduce the negative impact.

The SUPPLIER shall at any given time comply with specific requirements, such as prohibited or restricted substances that have been communicated as part of contracts/agreements.

## Conflict minerals, reach, rohs, EU waste framwork (WWD), POPs

The SUPPLIER shall comply with the laws and regulations that require disclosure of the use of conflict minerals. Conflict minerals are tin, tungsten, tantalum (coltan), gold, and the derived metals from these minerals. Navigent Group expects the SUPPLIER to have policies based on OECD guidelines that enable Navigent Group to ensure that components and products supplied from the SUPPLIER are conflict-free.

The SUPPLIER undertakes to comply with the REACH Regulation (EC) 1907/2006 (“REACH”) and the RoHS Directive (“RoHS”). The substances regulated in REACH and RoHS must either not be used in any products supplied to Navigent Group (or in the production process of such products) or be compliant under approved exemptions. The SUPPLIER is always responsible for being up to date with REACH-SVHC, the Candidate List and the RoHS List and for being able to demonstrate proof of full compliance.

If the SUPPLIER uses any material included in REACH and RoHS, the SUPPLIER is obliged to register the products in the EU register, including information on substances contained in articles as such or in complex objects (products) (SCIP). The SUPPLIER must provide the SCIP number of the goods registered in the European Register to ensure product safety throughout the product’s life cycle.

The SUPPLIER shall comply with all restrictions on persistent organic pollutants (POPs). The SUPPLIER confirms that the products supplied do not contain substances listed in the current list of persistent organic pollutants. The SUPPLIER agrees to immediately inform Navigent Group of any changes in the composition of delivered products that may affect compliance with the POPs Regulation.

## Material data reporting

The SUPPLIER must comply with all applicable regulations and industry standards for material reporting. As part of this commitment, the SUPPLIER is obliged to provide correct and up-to-date material information through, for example, Environmental Product Declaration, Building Product Declaration or similar systems. Non-compliance with these reporting requirements may result in a review of the SUPPLIER RELATIONSHIP.

## Compliance program

In proportion to the size and nature of the SUPPLIER's business, the SUPPLIER must have a management system and processes in place to ensure compliance with the applicable laws, regulations and requirements set out in this Code.

SUPPLIER shall promote an awareness of and commitment to ethical business practices, including the expectations set out in this Code and facilitate timely detection and disclosure (to Navigant Group and others, as applicable) and the implementation of corrective actions for violations of laws, regulations or the expectations set forth in this Code.

## Supply chain

Navigant Group expects the SUPPLIER to take reasonable steps to ensure that its suppliers and subcontractors understand and comply with this Code of Conduct.

SUPPLIER shall permit Navigant Group and/or its representatives to assess SUPPLIER's compliance with the expectations set forth in this Code when performing work for Navigant Group, including on-site inspection of facilities and review of associated processes, records and other documentation. The supplier is responsible for having all necessary documents demonstrating compliance with this Supplier Code of Conduct and providing this information to Navigant Group upon request. The SUPPLIER must also provide Navigant Group with additional information and certifications proving compliance upon request.

In the event of any irregularities, the SUPPLIER will fully cooperate with all related investigations carried out by Navigant Group. The SUPPLIER will ensure that the SUPPLIER's business partners also cooperate fully if such an investigation involves their business.

The SUPPLIER (and the SUPPLIER's business partners) must correct any discrepancies identified during the assessments. Navigant Group does not undertake any obligation to monitor or ensure compliance with this Code, SUPPLIER is aware of and agrees that they are responsible for compliance with this Code by all involved.

## **Signing**

Date .....

Company .....

Role .....

Signature .....

Name .....

# **Navigent Group**

**Navitech**

**Navitech WE**

**Navitech Solutions**

**Nordiczero**

**Nordic Resources**

**Carbon Factories**

**Gray**

**H2 Labs**