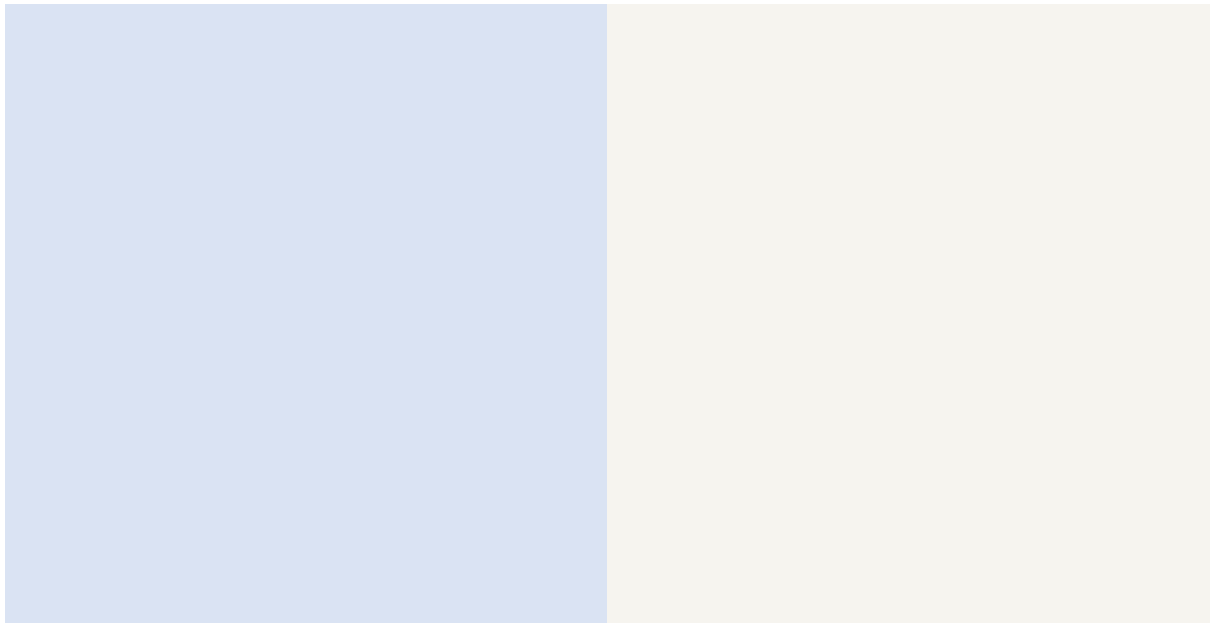


Reitan Retail

Supplier Code of Conduct (SCoC)



REITAN
RETAIL

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1 Introduction

1.1 General

At Reitan Retail AS (hereafter **Reitan Retail**), we promote responsible and sustainable supply chains that care for people, the environment and local communities. This Supplier Code of Conduct (**SCoC**) represents the minimum requirements to be maintained throughout the supply chain of every Reitan Retail company. The requirements cover such as basic human rights, ethical trade, workers' rights, the environment, animal welfare, traceability, and anti-corruption.

This SCoC applies to all Suppliers of goods and services as well as other business partners to a Reitan Retail company (jointly "**Suppliers**"). Our subsidiaries may either implement this SCoC as their own or use a SCoC developed for the subsidiary's specific business which at a minimum includes the principles in this SCoC. The relevant SCoC shall be included as part of the legally binding agreement with all Suppliers.

We require that our foreign Suppliers comply with all applicable local laws and regulations in the jurisdictions in which they operate (including applicable law in places of manufacture, transport and delivery). Furthermore, we expect that all our Suppliers adhere to international business standards, including the OECD's Due Diligence Guidance for Responsible Business Conduct (2018).

Reitan Retail respects that all workers throughout our supply chains have the right to fundamental human rights and decent working conditions. Hence, we follow the UN Guiding Principles on Business and Human Rights that set expectations of states and companies about how to prevent and address negative impacts on human rights by businesses. Furthermore, the environment and surrounding communities should be protected and cared for during the production of goods we sell, and animal welfare shall be ensured throughout the whole supply chain.

Reitan Retail's ESG strategy complements the 6th section of our business strategy, which expects responsible actions and implementation of ambitious ESG measures across the entire organisation. Our purpose is that we together make everyday life a little bit easier, and the world a little bit better. At Reitan Retail, we are certain that the best way to ensure a responsible supply chain is by collaborating closely with our business partners and Suppliers. A responsible and sustainable value chain, together with Environment, Health, and People, are focus areas in our ESG strategy. (reitanretail.no/en/responsibility). Our ambition in regard to our value chain, which we expect our Suppliers to support and comply with, is:

We have a high level of business ethics and are committed to working with Suppliers to prevent and limit negative impacts on people, the environment and society. Our customers can be confident that our products are produced in a responsible manner.

1.2 We seek to make the world a little bit better

Today, the world is in the midst of a growing climate crisis with a great loss of biodiversity and misuse of the Earth's natural resources. For growth-driven companies

it is not given that natural resources are managed in line with nature's resilience. With the combination of rapid climate changes and a great pressure on natural resources, we see more limited transparency and more corruption, and an ever-increasing risk of human rights violations and hence deterioration of people's livelihoods. Overuse of natural resources and emission of greenhouse gases must be reduced radically. Exploitation of natural resources often affects the weakest in the society, making countries with poor economies or corrupt governance particularly vulnerable. The world faces increasing challenges such as child labor, corruption, discrimination, forced labor, and lack of freedom of association as a direct impact of climate change and lack of resources. These challenges will probably intensify in the years to come and the responsibility to act lies with all of us. Our ongoing effort will therefore be to ensure that Reitan Retail contribute to creating responsible and more sustainable value chains that pull the world in a better direction.

We have a high level of business ethics and are committed to working with Suppliers to deal with the sustainability challenges in our value chains. We do not have all the answers on how to get there, and we need forward-looking Suppliers and partners who will join us on the journey towards forward looking solutions.

Further detailed description on how our subsidiaries collaborate with Suppliers throughout their supply chain, can be found on their respective web sites and if applicable in their respective SCoC's. Our subsidiaries and their Suppliers' documentation are monitored by Reitan Retail through due diligence investigations with the purpose of detecting and remedying any deviations.

2 Due diligence requirements

Reitan Retail works continuously with due diligence, an internationally recognized method to map, prevent, limit and account for how a business handles any negative impact on people, societies and environment in its own business and in its supply chain.

Reitan Retail expects that our Suppliers apply due diligence.

- a) For Suppliers subject to the Norwegian transparency act (Norw. "åpenhetsloven", act of 18 June 2021 no 99) on transparency and work in relation to basic human rights and a decent labour environment, the above means that the Supplier at least shall comply with the said act and be able to document this to Reitan Retail.
- b) For foreign Suppliers (or if applicable other Suppliers) which are not subject to the Norwegian transparency act, the above means that the Supplier at least shall comply with OECD's due diligence guidance for responsible business conduct (2018), as well as any applicable EU directive or regulation and applicable local law or regulation relating to value chain transparency and traceability. The Suppliers must be able to document their compliance with the above-mentioned law or regulations to Reitan Retail.
- c) The above requires, inter alia, that the Supplier works to respect human rights and workers' rights, with due consideration to society and the environment, and

that this work is rooted in the Supplier's business through corporate governance documents and similar documents, that the risk of negative impact on people, society and environment is assessed and prioritized, and that measures are taken based on such due diligence assessments – and that this may be documented to Reitan Retail. In addition, our Suppliers shall ensure or contribute to re-establishment or remedy where they have caused or contributed to damage to persons, the society or the environment.

Reitan Retail expects our Suppliers to comply with the requirements of this SCoC. This shall be effectuated by continuously working with due diligence assessments and measures. The Suppliers shall communicate the requirements to their own Suppliers, and actively work to ensure that these are met through due diligence assessments and measures. Consequently, this SCoC state ethical requirements for the entire supply chain.

3 Requirements relating to our own practice: what we demand from ourselves

Reitan Retail operates as the parent company for REMA 1000 Norge, REMA 1000 Danmark, Reitan Convenience, and Uno-X Mobility. Subsidiaries may choose to use this document as their SCoC and ensure that their Suppliers adhere to the standards described herein, or they may use a company specific SCoC which at least reflects the requirements set out herein.

Reitan Retail's subsidiaries continuously evaluate and, when required, improve their policies and purchasing practices in order to support their Suppliers' and sub-Suppliers' compliance with the SCoC. Our subsidiaries will inform Suppliers of any such updates or amendments to the SCoC and provide our Suppliers with reasonable prior notice if new requirements arise.

We believe that constructive and open dialog is crucial in our supply chain work. Neither Reitan Retail nor any of Reitan Retail's subsidiaries' employees shall ever offer or accept illegal or unlawful monetary gifts or other forms of remuneration to secure business-related or private benefit, or benefit for customers, agents or Suppliers.

Reitan Retail and Reitan Retail's subsidiaries' Suppliers shall avoid partners that operate in countries subject to international boycott by the United Nations, boycott by the authorities in countries in which we operate or where there is a broad international consensus to boycott the country.

4 Procedures for follow up on the stated requirements in this supplier code of conduct

Upon request, Reitan Retail expect the Supplier and its sub-Supplier to document their work with the ethical requirements defined in this SCoC. This can be done through conversation, site visits or through written documentation. If Reitan Retail wish to map out all sub-Suppliers, the Supplier is required to hand out all relevant contact information.

When this SCoC has been communicated to a specific Supplier, it shall be regarded as a contract document and an integral part of any contract entered between the relevant Reitan Retail entity and the Supplier. In the event of a breach of the SCoC, Reitan Retail and the Supplier will jointly prepare a plan for remedying the breach. The Supplier shall do its utmost to implement corrective actions within agreed timeframe and inform Reitan Retail about any such actions.

If it is established that (i) a Supplier is unwilling or unable to carry out corrective actions which Reitan Retail finds necessary in order to comply with this SCoC, or (ii) the Supplier or any of its sub-Suppliers has committed a substantial breach or repeated breaches of the requirements in this SCoC, Reitan Retail is entitled to terminate the business relationship and any contract(s) with the Supplier. Such termination shall be effective from the time stated in a written termination notice from Reitan Retail. This provision is without prejudice to any additional rights and obligations Reitan Retail or the Supplier may have pursuant to other contract documents.

5 Requirements to supply chain conditions for all suppliers

Reitan Retail's Supplier Code of Conduct is founded on key United Nations and International Labour Organisation conventions and documents, and describes minimum requirements, not maximum requirements. National laws shall be respected. Where provisions of law and this SCoC address the same subject, the highest standard applies.

6 Forced and Compulsory Labour (ILO Conventions Nos. 29 and 105)

There shall be no forced, bonded or involuntary labour nor prison labour. Workers shall be free to leave the workplace premises at the end of the day.

Workers shall not be required to lodge deposits or identity papers with the Suppliers' company (their employer) and shall be free to leave their employer after reasonable notice.

7 Freedom of Association and the Right to Collective Bargaining (ILO Conventions Nos. 87, 98, 135 and 154)

Workers without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The Supplier shall not interfere with, obstruct, the formation of unions or collective bargaining.

Workers' representatives shall not be discriminated and shall have access to carry out their representative functions in the workplace.

Where the right to freedom of association and/or collective bargaining is restricted by law, the employer shall facilitate, and not hinder, the development of alternative forms of independent and free workers representation and negotiations.

8 Child Labour (UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146)

The minimum age for workers shall not be less than 15 and comply with (i) the national minimum age for employment, or; (ii) the age of completion of compulsory education, whichever of these is higher. If local minimum is set at 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.

There shall be no recruitment of child labour defined as any work performed by a child younger than the age(s) specified above.

No person under the age of 18 shall be engaged in labour that is hazardous to their health, safety or morals, including night work.

Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182 shall be established, documented, and communicated to personnel and other interested parties. Adequate support shall be provided to enable such children to attend and complete compulsory education. All such cases must be brought to the attention of Reitan Retail for discussion.

The Supplier shall have a certified copy of an official document which shows the worker's date of birth. In countries where this is not possible, the Supplier shall implement an appropriate method for evaluating the age of its workers.

9 Discrimination (ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination against Women)

There shall be no discrimination at the workplace in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, nationality, language, religion, caste, age, disability, gender, marital status, sexual orientation, union membership or social or political affiliation or other opinion.

Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

10 Harsh or Inhumane Treatment (UN International Covenant on Civil and Political Rights art. 7)

Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited.

11 Health and Safety (ILO Convention No. 155 and ILO Recommendation No. 164)

The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Hazardous chemicals and other substances shall be carefully managed. Adequate steps shall be taken to prevent accidents, fires and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers. Recurring training should be provided to workers in hazardous areas.

Access to clean toilet facilities and drinkable water, and, if appropriate, sanitary facilities for food storage shall be provided.

Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and drinkable water.

12 Wages (ILO Convention No. 131)

Wages and benefits paid for a standard working week shall as minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs, including some discretionary income.

All workers shall be provided with a written contract of employment in a language they understand outlining their wage conditions and method of payments before entering employment.

Deductions from wages as a disciplinary measure shall not be permitted.

13 Working Hours (ILO Convention Nos. 1 and 14)

Working hours shall comply with national laws and benchmark industry standards, and not more than prevailing international standards. Weekly working hours should not on a regular basis exceed 48 hours.

Workers shall be provided with at least one day off for every seven (7) day period.

Overtime shall be voluntary and limited. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargaining agreement.

Workers shall always receive overtime pay for all hours worked over and above the normal working hours (see 8.1 above), minimum in accordance with relevant legislation

14 Regular Employment (ILO Conventions Nos. 95, 158, 175, 177, 181)

Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short-term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.

All workers are entitled to a contract of employment in a language they understand, outlining their wage conditions and method of payment, before entering employment.

The duration and content of apprenticeship programs shall be clearly defined.

15 Marginalised Population (UN International Covenant on Civil and Political Rights art. 1 and 2)

Production and the use of natural resources shall not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent.

16 Environment

Reitan Retail commits to reach net-zero by 2050 aligned with the Paris Agreement and humbly encourage our Suppliers in all our subsidiaries to adopt the same ambition.

Measures to minimise adverse impacts on human health and the environment shall be taken throughout the value chain. This includes minimising pollution, promoting an efficient and sustainable use of resources, including energy and water, and minimising greenhouse gas emissions in production and transport. The local environment at the production site shall not be exploited or degraded.

National and international environmental legislation and regulations shall be respected, and relevant discharge permits obtained.

Reitan Retail and our subsidiaries are committed to the conservation of natural forests as part of our effort to limit global warming, safeguard the rights of indigenous peoples and preserve natural diversity, and we expect our Supplier to share our commitment.

17 Environmental and human rights defenders (UN Human Rights Fact sheet No.29)

Reitan Retail support the right to defend human and environmental rights. Individuals or groups who, in their personal or professional capacity and in a peaceful manner, act to protect and promote human rights, eliminate human rights violations, or protect the environment, including water, air, land, flora, and fauna shall not experience violations of their human rights from our Suppliers while defending their case.

Reitan Retail prohibits any form of retaliation against whistleblowers for making a good faith report of misconduct. Reitan Retail supports and encourages the use of grievance mechanism when violations of ethical conducts are suspected.

18 Corruption

The Supplier shall comply with applicable laws concerning bribery, corruption, fraud and any other prohibited business practices. The Supplier shall not offer, promise or give any improper benefit, favour or incentive to any public official, international organisation or other third party.

The Supplier shall not, directly or indirectly, offer gifts to Reitan Retail employees or persons representing Reitan retail or anyone closely related to these, unless the gift is of insignificant value. Hospitality, such as social events, meals or entertainment may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing Reitan Retail shall be paid by Reitan Retail. Hospitality, expenses or gifts shall not be offered or received in situations of contract bidding, negotiations or awards.

The Supplier shall under no circumstance cause or be part of any breach of general or special competition regulations or laws, such as illegal pricing cooperation or illegal market sharing.

19 Animal Welfare

For products based on animals, due consideration for the animals' welfare shall be ensured through the whole value chain. As a minimum, the Supplier shall comply with local legislation.

Reitan Retail's Suppliers are responsible for ensuring that products of animal origin are produced ethically. This means that livestock farming must be healthy and wholesome, that producers must work in accordance with the principle of preventive animal health, and that the use of antibiotics must be minimized. Fish and shellfish must not come from overfished stocks. Meat and egg products must not come from high-intensity farming where the production conditions are such that there is an increased risk of the spread of diseases from animals to humans (so-called zoonoses).

20 Traceability and transparency

Our goal is to have transparency and traceability in our entire value chain. In order to achieve our goal, we expect our Suppliers to operate in an open and transparent manner, committed to transparency and traceability in its value chain, in compliance with, amongst others, the Norwegian transparency act, OECD's due diligence guidance for responsible business conduct (2018) and any other applicable regulation relating to the transparency and traceability in value chains.

Reitan Retail requires Suppliers to clearly indicate both the content and origin of their products, including the transport packaging of products. This means that content declarations must be clear and easy to understand, that information on producer

countries must be produced and compiled, and that packaging materials must be labeled on the basis of both the type of material (e.g. what type of plastic) and the sorting information.

The use of food additives must be reduced, and only used when absolutely necessary.

Any certification must be accompanied by transparent criteria that clarify the meaning of the certification.

Suppliers are expected to communicate openly with Reitan Retail about supply chain sustainability challenges in order to develop joint action plans to address the identified challenges.

21 Management Systems of Suppliers

The management system is central for the implementation of the SCoC. Reitan Retail emphasises the importance of Suppliers having systems that support such implementation. The expectations in this regard are summed in the following measures:

- The Supplier should make a centrally placed employee responsible for the implementation of the SCoC in the Supplier's business.
- The Supplier must make the SCoC known in all relevant parts of its organisation.
- The Supplier shall file enough material to document the compliance of the SCoC and be able to present reasonable information on Reitan Retail's request. An investigator appointed by Reitan Retail shall, if Reitan Retail requests so, be given access to archives and other documentation to verify such compliance.
- The Supplier shall obtain Reitan Retail's consent prior to outsourcing production or parts of production to a sub-Supplier/contractor, if this has not been agreed upon in advance.
- When the Supplier engages sub-Suppliers for the delivery of products to Reitan Retail, each product and their ingredients must be traceable through each part of the production and distribution chain, including the final production place. On Reitan Retail's request, the Supplier shall inform Reitan Retail about all the relevant sub-Suppliers and production places, and present relevant contact information.

22 Competition Law

The Supplier shall under no circumstance cause or be part of any breach of general or special competition regulations or laws, such as illegal pricing cooperation or illegal market sharing.



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