

Supplier Code of Conduct

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Purpose and scope

Atea is committed to responsible business conduct and expects its suppliers and business partners to operate with respect for human rights, labor rights, health and safety, the environment, and business ethics.

This Supplier Code of Conduct ("Supplier Code") sets out the requirements for doing business with Atea, and it applies to all suppliers. Suppliers shall comply with this Supplier Code and with all applicable laws and regulations in the countries where they operate. Where this Supplier Code and applicable law differ, the stricter standard shall apply unless doing so would violate applicable law.

This Supplier Code is informed by internationally recognized frameworks, including the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the United Nations Global Compact Principles, and the ILO Declaration on Fundamental Principles and Rights at Work. As a Regular member of the Responsible Business Alliance (RBA), Atea has incorporated the substantive requirements of the RBA Code of Conduct into this Supplier Code.

Suppliers shall cascade relevant requirements to their suppliers and subcontractors, as appropriate to their role in the supply chain. Such suppliers and subcontractors shall be required to acknowledge and implement this Supplier Code or standards that are substantively equivalent, as reasonably determined by Atea.

The measures used to implement and demonstrate compliance with this Supplier Code may be applied in a proportionate

manner, taking into account the supplier's size, business model, operations, products or services provided, position in the value chain, leverage and associated risks. Proportionality applies to the means of implementation, verification and evidence. It does not limit mandatory legal obligations, the prohibition of severe abuses, or the responsibility to respect human rights.

Verification and non-conformances

Suppliers shall cooperate in good faith with verification activities requested by Atea or its appointed representatives, particularly where elevated risks or credible allegations have been identified. Verification activities shall be risk-based and may include self-assessments, supplier dialogue, data requests and, where justified by risk and subject to agreement, site visits or audits.

Suppliers shall provide sufficient information to demonstrate implementation of this Supplier Code and corrective actions where non-conformances are identified. Suppliers shall notify Atea without undue delay of any material actual or suspected breach of this Supplier Code that may involve severe harm to people, significant environmental impact, or serious legal or ethical violations. Where appropriate, suppliers shall implement corrective actions and remediation within reasonable timelines and address root causes.

If a supplier fails to address serious non-conformances under this Supplier Code, or unreasonably delays corrective action, Atea's response will be proportionate to the severity and nature of the issue and may include enhanced monitoring, restrictions on business engagement, or suspension or termination of the commercial relationship, in accordance with applicable contractual rights.

Labor and human rights

Suppliers shall respect and uphold the human and labor rights of all workers and treat them with dignity and respect. Due consideration shall be given to heightened risks for vulnerable groups.

Freely chosen labor

All work shall be voluntary. Forced labor in any form is prohibited, including forced, bonded, debt-bonded or indentured labor, involuntary or exploitative prison labor, slavery, and trafficking of persons. Suppliers shall not transport, harbor, recruit, transfer, receive or retain persons through threat, force, coercion, abduction, fraud or deception for labor or services. Workers shall not be subject to unreasonable restrictions on freedom of movement, including entering or exiting the workplace or company-provided facilities. Workers shall receive written employment terms in a language they understand before commencing work and, for migrant workers, before departure from their country or region of origin. Employment terms shall not be changed after arrival unless required by law and providing equal or better terms. Suppliers, labor agents and sub-agents shall not retain workers' identity documents or require workers to pay recruitment or related fees. Any such fees paid by workers shall be reimbursed, and workers shall be free to leave work or terminate employment without penalty and in accordance with applicable law. Suppliers shall maintain appropriate documentation on workers leaving employment, subject to applicable law and data protection requirements.

Child labor and young workers

Child labor shall not be used. The term “child” refers to any person under the age of 15, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is highest. Suppliers shall maintain appropriate age-verification mechanisms. Workers under 18 shall not perform work that is likely to jeopardize their health, safety or development, including hazardous work, night work or overtime. Lawful student, intern and apprenticeship programs are permitted where they are properly managed, documented, supervised, and compensated in accordance with applicable law or terms that are equal to or better than for entry-level workers if no law exists. Any identified child labor shall be remediated without delay in the best interests of the child.

Working hours, wages, and benefits

Working hours, compensation and leave shall comply with applicable laws and collective agreements. Total weekly working hours shall not exceed 60 hours, including overtime, except in emergencies or unusual situations. Regular working hours shall be defined by employment contract, collective agreement or applicable law and shall not normally exceed 48 hours per week, excluding overtime. Overtime shall be voluntary, used responsibly, and compensated at pay rates greater than regular hourly rates or otherwise in accordance with applicable law, whichever is higher. Workers shall have at least one day off in every seven-day period. Equal pay for equal work and qualification shall be provided.

Compensation shall be paid in a timely manner and shall meet or exceed applicable legal minimum wages and benefits. Deductions from wages as a disciplinary measure shall not be permitted. Workers shall receive clear and understandable wage statements or equivalent documentation showing the basis for compensation. The use of temporary, dispatch, agency or outsourced labor shall be within the limits of applicable law.

Non-discrimination and humane treatment

Suppliers shall provide a workplace free from discrimination, harassment, abuse and inhumane treatment. Discrimination or harassment shall not be tolerated in recruitment, wages, promotion, rewards, access to training, termination or other employment practices on any ground protected by applicable law or internationally recognized standards, including but not limited to age, disability, pregnancy, religion, political affiliation, union membership, gender, sexual orientation, gender identity or expression, ethnicity or national origin, veteran status, genetic information, or marital status.

Workers shall be treated with dignity and respect. Violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, verbal abuse, intimidation, threats and any other harsh or inhumane treatment are prohibited. Workers shall be provided with reasonable accommodation for religious practices and disability where required by law. Medical tests or physical examinations shall not be used in a discriminatory manner for workers or potential workers. Disciplinary policies and procedures shall be clearly defined and communicated to workers.

Freedom of association

Suppliers shall respect workers’ rights to freedom of association, including the right to form, join or refrain from joining trade unions, to assemble peacefully and to engage in collective bargaining, without intimidation, discrimination, retaliation or harassment. Where such rights are restricted by law, suppliers shall allow workers to elect and join alternative lawful forms of worker representation. Suppliers shall promote open and constructive dialogue between workers, worker representatives and management on working conditions and management practices without fear of reprisal.

Health and Safety

Suppliers shall provide a safe and healthy working environment and take proactive measures to prevent occupational injuries, illnesses, and fatalities. Health and safety risks shall be identified, assessed, and mitigated using the hierarchy of controls and appropriate measures, including safe work procedures, training, preventive maintenance, personal protective equipment and, where relevant, engineering and administrative controls. Suppliers shall maintain emergency preparedness, including appropriate emergency plans, worker notification and evacuation procedures, fire protection and adequate exit facilities as well as conduct emergency drills at least annually. Suppliers shall have procedures to prevent, manage, track, investigate and report occupational injuries and illnesses, including worker reporting, corrective actions, and facilitating return to work where appropriate. Suppliers shall implement gender-responsive health and safety measures,

including protecting pregnant workers and nursing mothers from hazardous working conditions and providing reasonable accommodations for nursing mothers.

Exposure to chemical, biological and physical agents, physically demanding work, ergonomic risks, and machinery hazards shall be identified, evaluated, and controlled using the hierarchy of controls, including through appropriate machine safeguards where relevant. Suppliers shall implement occupational health monitoring where relevant to assess whether workers' health is adversely affected by workplace exposures. Workers shall have access to clean sanitation, potable water and safe food preparation, storage and eating facilities. Any worker accommodation provided or arranged by the supplier shall be clean, safe and meet basic needs, including appropriate emergency egress, adequate lighting and ventilation, hot water, reasonable personal space and secure storage for personal belongings. Workers shall receive health and safety information and training in a language or format they can understand before beginning work and regularly thereafter where relevant. Workers shall be able to raise safety concerns or remove themselves from imminent danger without retaliation.

Environment and climate

Suppliers shall comply with applicable environmental laws and regulations, including requirements for permits, approvals, registrations, monitoring and reporting. Suppliers shall identify, monitor, and control relevant environmental impacts from their operations, products, and services, including air emissions, water sources, water use and wastewater discharges, waste,

hazardous substances, energy use and greenhouse gas emissions. Natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be used efficiently. Pollution and waste shall be prevented where possible and otherwise reduced, treated, reused, recycled, or responsibly disposed of.

Waste, hazardous waste, wastewater and air emissions shall be identified, monitored, controlled, treated, and documented where relevant and as required by applicable law. Chemicals, waste, and other materials that may pose a hazard to people or the environment shall be identified, labeled, and managed to ensure safe handling, movement, storage, use, recycling, reuse, and disposal. Suppliers shall comply with applicable legal, regulatory and customer requirements on product content, restricted substances, recycling, and disposal labelling.

Suppliers shall measure and document their energy use and greenhouse gas emissions, including Scope 1, Scope 2 and significant categories of Scope 3 emissions, proportionate to their operations, emissions profile and product or service impacts. Where greenhouse gas emissions are material, suppliers shall establish appropriate GHG reduction goals, take measures to reduce energy use and emissions, and report progress or provide relevant data to Atea upon reasonable request.

Ethics

Suppliers shall conduct business ethically, with integrity and in compliance with applicable laws, including anti-corruption,

anti-money laundering, competition, trade, sanctions, export controls, data protection and privacy laws. Bribery, corruption, extortion, embezzlement, facilitation payments, fraud, improper gifts, hospitality or other advantages intended to influence business decisions or secure an improper benefit are prohibited, whether carried out directly or through third parties. Suppliers shall avoid, disclose and appropriately manage conflicts of interest, respect intellectual property rights, protect confidential information and personal data, and maintain accurate and complete business, financial and compliance records. Records shall not be falsified or misrepresented.

Information regarding labor, health and safety, environmental practices, business activities, structure, financial information and performance shall be disclosed in accordance with applicable regulations, and prevailing industry practices. Suppliers shall uphold fair business, advertising and competition standards. Suppliers shall protect whistleblowers and other persons who raise concerns in good faith from retaliation, including through confidentiality and anonymity where permitted by law.

Where relevant to products supplied to Atea, suppliers shall adopt and exercise due diligence on the source and chain of custody of relevant minerals and materials, including tin, tantalum, tungsten, gold, and cobalt, in a manner consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or equivalent recognized frameworks. Upon reasonable request, suppliers shall provide relevant due diligence information to Atea, including recognized reporting templates where applicable.

Management systems

Suppliers shall establish and maintain management systems appropriate to the scope of this Supplier Code and to their size, business model, operations, products, or services supplied to Atea and associated risks. The systems shall support compliance with this Supplier Code, applicable laws and regulations, customer and contractual requirements, relevant due diligence expectations and continuous improvement. Such systems shall include, as appropriate:

- senior management commitment and accountability;
- processes to identify and comply with applicable legal, regulatory, customer and contractual requirements;
- processes to identify, assess, prioritize and manage legal, human rights, labor, health and safety, environmental, ethics and supply chain risks;
- performance objectives and improvement plans;
- training and communication;
- worker and stakeholder engagement, feedback channels and access to remedy;
- monitoring, self-assessments or other assurance activities;
- corrective action processes to address identified non-conformances and adverse impacts and prevent recurrence;
- appropriate documentation and records; and
- processes to cascade relevant requirements to suppliers and subcontractors.

Suppliers shall maintain effective grievance mechanisms or equivalent feedback channels that are accessible, confidential, communicated to workers and relevant stakeholders, and allow concerns to be raised without retaliation. Concerns shall

be reviewed fairly and in a timely manner, with appropriate corrective or remedial action and records maintained, subject to applicable law and confidentiality requirements. Anonymous reporting should be available where permitted by law. Senior management shall periodically review the status of the management system.

Continuous improvement

Atea recognizes that suppliers are at different stages of maturity and operate in diverse contexts. Beyond the mandatory requirements of this Supplier Code, Atea encourages suppliers to pursue continuous improvement in areas that support responsible business conduct and improved sustainability performance, where relevant and proportionate to their size, business model, operations, products or services, and risk profile.

The priority areas described in this section are voluntary best practices and do not replace, reduce, or expand the mandatory requirements of this Supplier Code, unless otherwise required by applicable law, contract or another section of this Supplier Code.

Priority areas for continuous improvement may include:

- improving climate and environmental performance, including through energy efficiency, renewable energy and science-based greenhouse gas reduction targets;
- applying circular economy principles to products, components, materials and packaging, including durability, repair, reuse, refurbishment, recycling and reduced reliance on virgin materials;

- strengthening responsible sourcing and risk-based supply chain due diligence, particularly where materials, products, geographies, or business partners present heightened human rights, environmental or responsible minerals risks, including through recognized industry initiatives and collaborative programs where relevant.

Atea values transparency and constructive dialogue with suppliers on relevant opportunities for improvement and increased maturity.

Atea Whistleblower Channel

Concerns or suspected violations of this Supplier Code may be reported through Atea's Whistleblower channel: report.whistleb.com/en/ATEA. Anonymous reporting is available where permitted by law. Atea prohibits retaliation against any individual who raises concerns in good faith. All reported concerns are reviewed and assessed, and appropriate corrective or remedial actions are taken where relevant. The whistleblower channel complements supplier grievance mechanisms and supports access to remedy where Atea has caused or contributed to adverse impacts.



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Published July 2026

More information available at

atea.com/esg-overview