



Group Procurement Agreement 20^{xx}

**Atea ASA
Brynsalléen 2
NO-0667 Oslo**

and

**Insert
Insert
Insert**

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CHAPTER III - ATEA CODE OF CONDUCT, COMPLIANCE AND CSR

Atea is committed to working actively to promote CSR and Supplier shall follow any ethical requirements relevant for this Agreement. Atea respects the fundamental requirements of CSR, as encompassed in Atea's and the Atea Group's CSR policy and programs amended from time to time, available at <https://www.atea.com/corporate-responsibility/>. Atea incorporates CSR in its activities related to the Agreement. Transportation of goods shall be handled as environmentally conscious as possible.

Supplier warrants and undertakes that, in connection with the Agreement, it will comply with all applicable Laws. In connection with the Agreement, Supplier will not, and will procure that its representatives will not give, offer, promise to give or authorize, directly or indirectly, any financial or other advantage to another person in violation of, or that would cause any risk for Atea or its Representatives to be in violation of anti-corruption laws.

Supplier warrants and represents that it shall promptly complete any third-party screening questionnaires or documents of Atea, and that its responses to the same, including any warranties given therein, will be complete and accurate.

Supplier shall at all times comply with Atea's Supplier Code of Conduct applicable at any time, which is **Schedule 4** and other Atea's Compliance Policies hereunder Compliance Polices for the relevant Atea Affiliate.

This obligation includes that the Supplier undertakes not to do any acts towards Atea representatives or towards another person, in connection with this agreement, that Atea or any Atea representative according to Atea policies not are allowed to do. Furthermore, the Supplier shall not initiate any activities to affect Atea's employees to violate Atea's Compliance Policies.

Relevant policies for Atea Denmark can be found here: <https://www.atea.dk/om-atea/vores-ansvar>, applicable at any time hereunder applicable for each relevant Atea Affiliate.

Relevant polices for Atea Sweden can be found here: <https://www.atea.se/om-atea/hallbarhet-och-kvalitet/>

Relevant policies for Atea Finland can be found here: <https://www.atea.com/corporate-responsibility/>

Relevant policies for Atea Norway can be found here : <https://www.atea.com/corporate-responsibility/>

In relation to the Agreement, each Party will comply with all applicable sanctions, import, re-import, export, and re-export control laws and regulations. Neither Party will be required to undertake any activity pursuant to the Contract that would violate any Applicable Laws.

Supplier undertakes to adhere to and fulfill the standards established by the Electronics Citizenship Coalition (EICC) Code of conduct and work proactively to ensure that the same standards are adhered to by its suppliers and sub- contractors.

Supplier shall, as reasonably requested by Atea, agree to provide relevant information and documentation as evidence that Supplier and its sub-suppliers are in compliance with applicable law, Atea Supplier Code of Conduct, Atea Compliance Policies and all other requirements hereunder Atea according to this clause. The details of which information shall be provided in writing within 1 month of Atea's request.

Suppliers breach of this Section shall be deemed a material breach of the Agreement and Atea shall have the right to terminate the Agreement with immediate effect.

Additional marketing grants are agreed - according to compliance roles - between the Parties, taking actual marketing activities into consideration.

In any manner of prize awardings and/or sale competitions, these shall be approved by Atea's Category Manager beforehand.

CHAPTER IV – FINANCE MANAGEMENT

