

anmodning
7. august

ATEA



Date: 8. august 2018
Confidential]

Følgebrev til besvarelse af Kammeradvokatens spørgsmål

1 Kammeradvokaten er vendt tilbage med yderligere spørgsmål

Der henvises til Kammeradvokatens mail af 7. august 2018, med anmodning om yderligere dokumentation og uddybning. Atea har herunder besvaret disse spørgsmål ud fra hvert af de angivne punkter.

Dokumentationen indeholder oplysninger, der på forskellige måder er forretningskritiske, og der kan endvidere være tale om personfølsomme oplysninger. På den baggrund bør de relevante oplysninger ekstraheres, ifald der søges aktindsigt i materialet eller materialet på anden måde offentliggøres. Dernæst vil der være tale om oplysninger, som er underlagt copyright særligt til ISO, der på den baggrund ikke må offentliggøres. Atea har indkøbt en licens d 10. juli 2018 til [REDACTED] – således at Kammeradvokaten får mulighed for at tilgå det relevante materiale, uden at det strider imod disse rettigheder.

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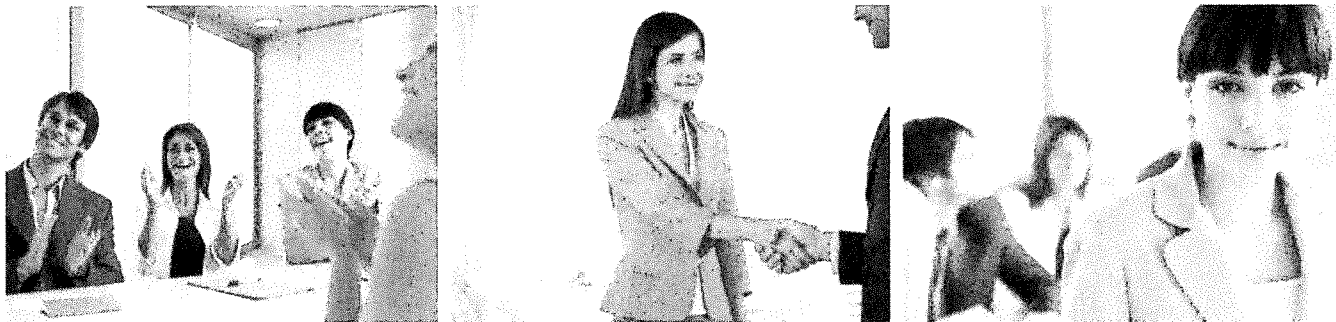
2 Yderligere efterspurgt dokumentation

2.1 Af dokumentet "Håndtering af 3. parter" fremgår, at der foretages en selvstændig vurdering af både de strategiske leverandører (Group) og ikke-strategiske leverandører (Group), jf. den proces, som er beskrevet i dokumentet. Vi ønsker en be- eller afkræftelse på, om der ligeledes for så vidt angår de lokale leverandører foretages en lignende vurdering, eller om der alene stilles krav om, at disse skriver under på at overholde EICC Code of Conduct eller en tilsvarende standard?

Der skal i det følgende afsnit sondres mellem auditering af leverandører på koncern- og lokalt niveau, eftersom førstnævnte undersøgelse af 3. parter sker på koncernniveau på vegne af de lokale afdelinger af Atea, herunder Danmark, mens revisionen af de danske samarbejdspartnere foretages af den lokale indkøbsafdeling, såfremt behovet herfor opstår, hvilket er beskrevet i det sekundære afsnit.

Atea ASA

Som fortsættelse af den i det tidligere materiale beskrevne auditering af de primære leverandører, blev der i 2017 gennemført yderligere fire audit af Ateas leverandører, som den danske del af koncernen samarbejder med. Processen resulterede i, at de auditerede virksomheder nu møder Ateas krav til 3. parter om overholdelse af RBA (tidligere EICC), hvilket også bestyrker Atea Danmark i fortsat samhandel med disse 3. parter. Auditeringen, som foretages på koncernniveau, sker på vegne af alle forretningsenheder i de enkelte lande, hvor Atea er repræsenteret, hvorfor undersøgelsen også dækker de for Atea Danmark relevante leverandører, **Dokumentation: 2.1 Atea CSR Report 2017, side 28 – 30.**



Category Management
2017

Atea Danmark

I henhold til koncernens overordnede rammeværktøj for håndtering af 3. parter, skal leverandører til Atea Danmark underskrive standardaftalen for indkøbsaftaler, hvor det under sektion fire fremgår, at Atea inden for tre måneder skal modtage behørig dokumentation fra leverandøren for, at sidstnævnte og dennes underleverandører overholder RBA standarden. Hvis Atea efter indgåelse af samarbejdsaftalen får mistanke om, at leverandøren eller dennes underleverandører ikke overholder de i RBA standarden stipulerede krav, kan Atea på forlangende auditere leverandøren og dennes bagvedliggende netværk af associerede underleverandører. Såfremt der efter 90 dage ikke kan forevises Atea den ønskede dokumentation for handlinger, der på ny skal tilsikre leverandørens overholdelse af RBA retningslinjerne, har Atea ret til at ophæve samarbejdsaftalen med øjeblikkelig virkning.

Auditeringsprocessen og de heraf følgende muligheder for sanktioner overfor 3. parter er således beskrevet i den lokale standardindkøbsaftale. Eftersom hovedparten af den indkøbte volumen i Atea koncernen, herunder Atea Danmark, kommer fra de 32 leverandører, som i 2016 og 2017 blev auditeret på koncernniveau, sker den lokale auditering af mindre leverandører med udgangspunkt i ovenfor anførte case-by-case tilgang. Baggrunden herfor er, at disse ud fra en risikobaseret tilgang betragtes som udgørende en begrænset risiko. Det er endnu ikke blevet vurderet nødvendigt at foretage revision af lokale leverandører i Atea Danmark, hvilket skyldes de processer, som er implementeret i Category Management for oprettelse af kreditorer, hvor nye leverandører oprettes med udgangspunkt i 4-øjne-princippet, som beskrevet i instruktionen i bilaget til punkt 2.3e i tidligere fremsendte materiale. **Dokumentation: 2.1 20172310 Atea Procurement Agreement og 2.1 09072018 Supplier Code of Conduct for new suppliers – Work Instruction**

2.2 Af ressourcebeskrivelsen for compliance-funktionen i Atea (bilag 13) fremgår, at: "Ingen i Compliance-funktionen har i deres lønaftale indlagt en bonusaftale eller er på anden måde provisions aflønnet i direkte forbindelse til compliance, for at tilsikre funktionens uafhængighed af forretningsgangen". Der ønskes dokumentation, som understøtter dette udsagn.

Som dokumentation herfor fremsendes lønkontrakter for medarbejderne tilknyttet Compliance funktionen. Director, Compliance & Legal samt Director, Financial Accounting har bonusaftaler, hvor målene udelukkende er baseret på Ateas samlede EBITA mål. Financial Controller har tidligere haft en bonusaftale, men denne er som led i simplificeringen af bonusaftalerne konverteret til fastløn pr. 1. januar 2018. **dokumentation: 2.2 Løn og bonusaftaler Compliance Funktion (7 bilag).**

2.3 Af bilaget "2.3h ISO 37001 report Tåstrup og Ballerup ver 21.11.2017 rev. 1" fremgår blandt andet, at: "Provisions systemet er blevet forenklet, så der er ensartede niveauer på tværs af organisatorisk placering og muligheden for special aftaler minimeres. Der er fastsat et indeks-max på provisions optjening.". Vi ønsker yderligere information, som nærmere uddyber, hvad der menes hermed.



Dato: 2. august 2018
(Udfermat)

Arbejdet med bonusmodeller startede i 2015 og er løbende blevet forbedret. I 2017 og 2018 har Atea arbejdet med at implementere en mere enkel og indiskutabel bonusmodel, hvor der i højere grad er incitament til, at der samarbejdes på tværs af Atea med henblik på at nå kollektive mål og kundens behov samtidig sættes i centrum. Denne simplificering har bl.a. medført, at de individuelle provisionsaftaler er blevet erstattet med kollektive bonusaftaler, dog med undtagelse af de få telefonsalgsmedarbejdere i den nyoprettede Commercial afdeling Atea First, som angivet i følgebrev af 2. august 2018.

I 2017 var der stadig individuelle provisionsaftaler, hvilket også fremgår af tidligere fremsendte **dokumentation: Bilag til bonusordning – Bonusaftaler 2017 guidelines**, fremsendt d. 2. august 2018. I provisionsaftalerne fra 2017 i Sales, som er den afdeling, der havde langt hovedparten af de provisionslønnede medarbejdere, fremgår et max på index 250. Det vil sige, at der er angivet et loft på udbetalingen af provisionen på index 250.

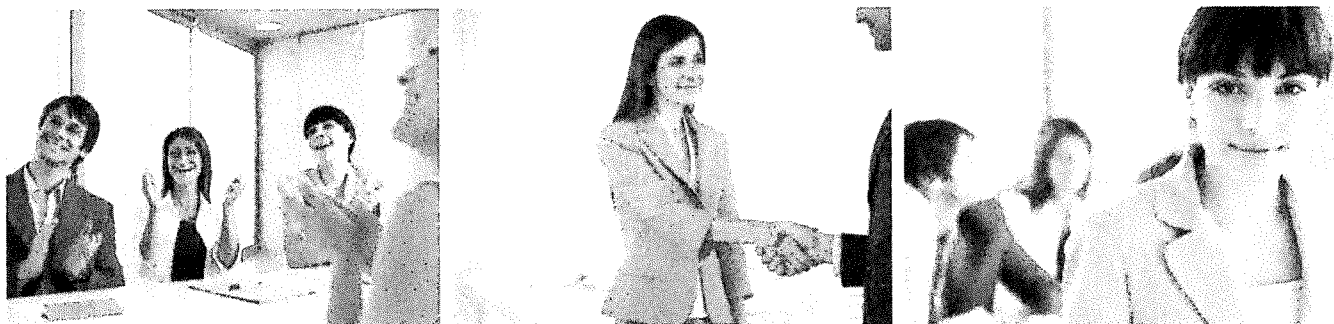
Ud over provisionsaftalerne i Sales var der endvidere nogle få provisionsaftaler i NCV – Netværksafdelingen i 2017, hvor der i disse aftaler undtagelsesvist ikke fremgik et max index. I 2018 er Netværksafdelingens aftaler standardiseret med den øvrige del af forretningen således, at der heller ikke længere i denne afdeling anvendes individuelle provisionsaftaler.

Ved implementering af de nye bonusaftaler er der implementeret en generel og ensartet bonusmodel på tværs af hele Atea med kollektive mål og med angivelse af loft på bonusudbetalingen. De nye aftaler erstatter alle tidligere bonus- og provisionsaftaler, således at der ikke længere findes forskelligartede og individuelle særftaler.

Der er indsat eksempler på hhv. en provisionsaftale fra Sales og Netværksafdelingen for 2017 og de nye bonusaftaler for de samme medarbejdere i 2018, **dokumentation: 2.3 Provisions- og bonusaftaler** (4 bilag)

2.4 I dokumentet "Proces for udarbejdelse af rapport i forbindelse med monitorering" fremgår det om fase 5, at alle faktiske omstændigheder noteres i dokumentet "Rapporterede afvigelser – konsekvenser". Vi ønsker at information, hvorvidt der hermed henvises "monitoreringsrapporterne" (f.eks. bilag "2.3g_Deloitte_Bilag 11_Rapport Ansættelsesprocedurer og bonus Sep 17", og bilag 2.3g_Deloitte_Bilag 12_Cykelevent Rapport – August 2017", for blot at navne et par) eller om der skulle være et samledokument med faktisk udførte konsekvenser. I tilfælde af det sidste ønsker vi en kopi af dette dokument.

Der forefindes et samledokument med faktisk udførte konsekvenser. En kopi af dette dokument er vedlagt som **dokumentation: 2.4 Rapporterede afvigelser – konsekvenser**



Dokumentation
(Confidential)

2.5 Dokumentation for, at der for 2016 er udarbejdet monitoreringsrapporter for områderne leverandørarrangementer, rabatter og særlige aftaler og ansættelsesprocedurer.

Atea startede med at monitorere de 17 udvalgte risikoområder pr. 1. maj 2016. Hvad angår den adspurgte rapport for Leverandør arrangementer risiko nr. 13, blev området først et selvstændigt punkt i Årshjulet i januar 2017. Før dette tidspunkt var punktet benævnt Egenbetaling (13), **dokumentation: 2.5 Compliance årshjul Atea vers.1.0_marts 2016** og er løbende blevet monitoreret som en del af udlandsrejser, kundeevents og ERFA/Netværksgrupper, se tidligere fremsendt **dokumentation: 2.3g_Deloitte_Bilag 13_Egenbetaling Rapport**.

For de to øvrige områder er rapporterne for 2016 vedlagt. Rabatter og særlige prisaftaler november 2016, **dokumentation: 2.5 Demovarer Vareprøver og Rabatter Særlige Rabatter Rapport November16** samt ansættelsesprocedurer, **dokumentation: 2.5 Rapport Ansættelsesprocedurer inkl. bonus Sep 16**.

2.6 Dokumentation for, at der er foretaget det årlige antal monitoreringer for hvert område, som er fastsat i årshjulet, dvs. de konkrete rapporter for alle monitoreringerne.

Som tidligere nævnt, har den tidligere Compliance Consultant opsagt sin stilling, og Atea har i den henseende afventet ansættelse af ny Compliance Consultant, som kunne fortsætte processen, hvor den sidste sluttede.

Frem til Compliance Consultant [REDACTED] ansættelse så statusarket ud som følgende, **dokumentation 2.6 Status Monitorering for 1 juni 2018_20180808**.

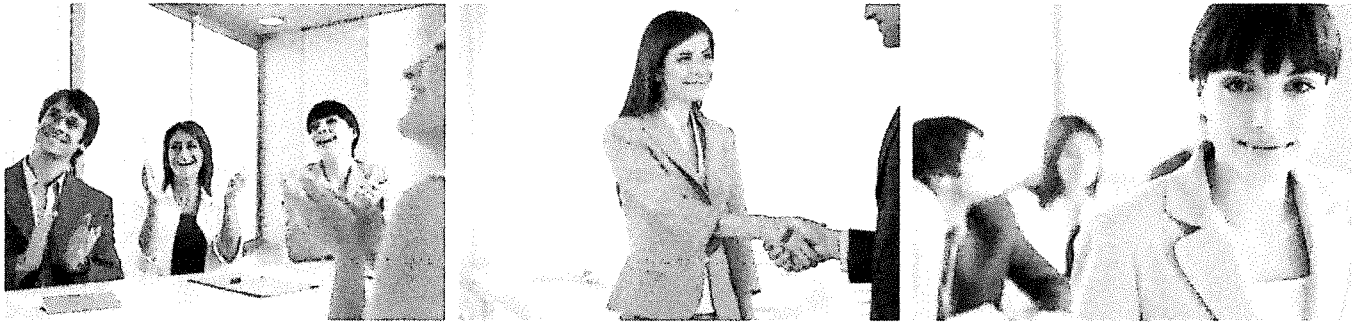
I den forbindelse har der således været udestående rapporter. Af følgende opdateret statusark fremgår, at opgaverne nu er i gang sat, **dokumentation: 2.6 Status Monitorering 20180808** samt at udtræk, stikprøver eller rapporter er efterspurgt, i gang eller afventer godkendelse. **Dokumentation: i) 2.6 udtræk repræsentation og donationer+sponsorater Juli 2018, ii) 2.6 efterspørger udtræk på leverandør arrangementer Marts 2018 og iii) 2.6 Ansættelses udtræk (010317-310817)**

Som sidste dokumentation, har vi lavet et oversigtsark, hvorvidt rapporterne er tilsendt til kammeradvokaten tidligere **dokumentation: 2.6 oversigt over tilsendte rapporter eller pr. dags dato (vedlagt som dokumentation under 2.6.1)**.

2.7 Endelig ønsker vi at modtage årshjulet for 2018.

Vedlagt Årshjulet for 2018, **dokumentation: Compliance årshjul Atea ver. 5.0_Aug 2018**. Årshjulets eneste ændring er det nyoprettede punkt Leverancer i udlandet, som skal have første monitorering Q4 2018. Samtidig er de punkter, der ikke monitoreres selvstændigt "unhided" i årshjulet og vist i en gråtone i stedet for at være "hided".

ATERA



Dag: 8. august 2013
Confidential

Enkelte monitoringstidspunkter er blevet opdateret med nye tidspunkter for monitoreringen. Dette for at sikre 4-øjne-princippet på monitoreringen fra Compliance med deltagelse af ny Compliance Consultant.



Procurement Agreement 2017

Between
Atea A/S
And
Supplier

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1 PARTIES

Customer

Company name (hereinafter referred to as the "Customer" or "Atea") Atea A/S	Company number 25 51 14 84
Street, box Lautrupvang 6	Contact person
Postal code and city 2750 Ballerup	Telephone number (including area code) +45 7025 2550

Supplier

Company name (hereinafter referred to as the "Supplier")	Company number
Street, box	Contact person
Postal code and city	Telephone number (including area code)

collectively or separately the "**Parties**" or "**Part**" have entered into the following agreement on purchase of hardware, software and related Products ("**the Agreement**").

Initial term

Start date	End date
------------	----------

2 CHAPTER I – INTRODUCTION, STRUCTURE, AND DEFINITIONS

2.1 Background and purpose

This Procurement Agreement (hereinafter the "Agreement") sets out the terms and conditions for Atea's purchase of hardware, software, and related Products which will be added to Atea's line of Products offered to Atea's End-User Customers.

The Agreement includes all Supplier's Products, but Atea may choose to limit the range to specifically chosen Products, Vendors, or product areas. The Products offered by the Supplier shall appear in an electronic file drafted by the Supplier in accordance with Atea's instructions, and shall contain detailed information regarding the Products and with the Prices matching the Products Price File.

The Terms and Conditions in the Agreement are valid for Atea and Entities.

The Parties may agree on specific requirements in relation to stock of goods and reports on such stock of goods.

2.2 Agreement, Schedules, and Addendums

This Agreement replaces all previously signed agreements with the Supplier regarding purchase of hardware, software, and related Products. Any future Amendments or changes to this Agreement or new Agreements between

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the Parties within the scope of this Agreement, must be approved and signed by Atea Category Management, otherwise such Amendments, changes and/or Agreements are null and void. Previously and future Amendments and/or new Agreements must be attached as a Schedule to this Agreement.

Reference to the Agreement includes a reference to the Schedules and Addendums. In the event of any conflict or inconsistency between any terms included in the Agreement, and any terms contained in the Schedules or Addendums, the terms contained in the Agreement shall prevail.

However, in case of special terms made in relation to a specific Customer Agreements, as agreed between the Parties, these special terms shall always prevail. And such special terms shall be made as a Schedule.

Amendments to the Agreement must be in writing and signed by authorized signatories of both parties to be valid.

2.3 Structure of the Agreement

The Agreement is structured as follows:

- CHAPTER I – INTRODUCTION AND STRUCTURE
- CHAPTER II – GENERAL TERMS AND CONDITIONS
- CHAPTER III – ATEA CODE OF CONDUCT AND CSR
- CHAPTER IV – FINANCE MANAGEMENT
- CHAPTER V – ORDER AND ORDER CONFIRMATION

2.4 Definitions

Terms and acronyms used in the Agreement. Defined terms and expressions with capital letters shall have the meaning defined below.

“**Addendum**” is an additional document not included in the main part of the contract but a supplement to the main Agreement with additional terms or other changes.

“**Atea**” means Atea and Atea Entities, including (i) other persons directly or indirectly minority owned by Atea where there is a legal prerequisite under local law for local majority ownership, or (ii) any person under common Control by Atea, or under common Control by a person under the direct or indirect Control of Atea.

“**Confidential Information**” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties business relationship hereunder, including, but not limited to, information concerning finances, Products, Services, Customers and Suppliers. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure.

“**Configuration Services**” means equipment that the Supplier must unpack and configure before shipping.

“**Control**” means control which a person has over an affiliate and any of the following: (i) direct or indirect ownership of more than fifty percent (50%) of the share capital or other ownership interest in any other entity; or (ii) the right to exercise more than fifty percent (50%) of the votes in any other entity; or (iii) the contractual right to designate more than half of the members of such entity's board of directors or similar executive body and the terms “Controlled” and “Controlling” shall be construed accordingly.

“**Customer Agreement**” shall mean the agreement between Atea and the Supplier in relation to a specific agreement between Atea and an End-User Customer.

“**Customer Specific Goods**” means goods with End-User Customer specific item numbers which only can be used by the specific End-User Customer.

“**Delivery Date**” means the date that the End-User Customer receives the order.

“**Documentation**” means all documents, records, written material, and other copies whether in physical or electronic form, specifications, and technical manuals documenting the Services and/or Products or any deliverables prepared or delivered in the course of or related to the Services and/or Products.

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“**End-User Customer**” means an Atea customer.

“**Government**” means any national, regional, or local government, including any department, agency, or other instrumentality thereof, and any enterprise owned, managed, or otherwise controlled by any government agency or instrumentality.

“**Intellectual Property Rights**” means copyrights and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, de-sign rights, and rights in databases, domain names, rights in know-how, trade secrets, and all applications or pending applications for such in all cases whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

“**KPI**” means key performance indicator and is used for evaluation of the success of an organization or of a particular activity in which it engages.

“**Order date**” means the date that Atea place a PO.

“**Price File**” is an electronic file with the products offered by the Supplier.

“**Products**” means all hardware, software, and/or related Products delivered by the Supplier to Atea and its End-User Customers.

“**PO**” means a Purchase Order and is a document for ordering Products and Services from Suppliers.

“**Regulatory Requirements**” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding requirement of or by any Government authority applicable.

“**RMA**” means Return Merchandise Authorization and is a numbered authorization provided by the supplier to permit the return of a product.

“**Schedule**” is a supplementary document attached to this Agreement with additional information necessary for the Parties to understand and/or comply with the obligations in relation to the Agreement.

“**Service**” means all services performed by the Supplier for Atea and its End-User Customers.

“**Service Level Agreement**” means KPIs that the Supplier has to perform to on a daily basis.

“**Service Level Credits**” means a penalty or bonus linked to the Suppliers ability to perform according to the Service Level.

“**Shipment date**” means date for shipment from supplier.

“**Special Goods**” means goods which are not part of the supplier standard product line.

“**Vendor**” means the manufacturer/producer of the Service and/or Product.

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3 CHAPTER II – GENERAL TERMS AND CONDITIONS

3.1 No exclusivity

This Agreement is of a non-exclusive nature. Atea may, at their discretion, enter into a contract with any alternative provider to provide (or provide themselves) Services or Products similar to the ones provided by the Supplier under the Agreement.

3.2 Term and termination

3.2.1 Term

This Agreement shall enter into force on the Start Date (“Effective Date”) and shall stay in force until the End Date or for a period of **two (2)** years (“Initial Period”). After the Initial Period, this Agreement must stay in force until terminated by written notice.

3.2.2 Termination for convenience

Atea shall have the right to terminate this Agreement for convenience upon giving the Supplier a three (3) month written notice.

The Supplier shall have the right to terminate this Agreement for convenience upon giving Atea a twelve (12) months written notice.

In the event of material breach either party can terminate the agreement with immediate effect.

3.2.3 Customer Agreement continue in effect

Upon termination of the Agreement for convenience all Customer Agreements in effect or entered in-to during the Notice Period shall continue in effect unchanged as if there had been no termination of the Agreement. This shall be upheld until the Customer Agreement expire as set out in the relevant Customer Agreement or are terminated for convenience as set out in the Agreement.

3.3 Price file

The Supplier must deliver an updated Price File to Atea every working day before 7:00 AM, related to that specific day, unless otherwise agreed. Price Files must be electronically delivered in accordance with instructions from Atea.

The Price File must contain detailed information and as a minimum information regarding; Product number (Vendor), Product name, Vendor name, Atea Cost Price, and available quantity in stock. At Atea’s request, the Price File must contain extended Product information e.g. HS code, ECCN code, dual-use restrictions, size and weight, and expected stock date. If Atea decides not to request extended information in the Price File, the Supplier is still required to provide this information at Atea’s request.

3.4 Product knowledge

The Supplier must provide a high level of product knowledge, and be able to advise Atea in solution design and configuration.

3.5 Service Levels

The Supplier must provide the Services in accordance with the Service Levels, agreed by the Parties, set out in section 9.1.

The outlined SLA’s are crucial for Atea’s business due to demand from the End-User Customers why the Supplier must comply with the stated SLA’s.

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In the effort to provide the End-User Customer with the best possible delivery quality, Atea has launched Atea Supplier Portal for backlog handling. The Supplier will daily receive an electronic file from Atea with backlog issues regarding invalid delivery information or issues related to specific order lines e.g. missing bids, missing agreement numbers, and/or EOL items. The Supplier shall daily update status on backlog issues at Atea's Supplier Portal in accordance with Atea's instructions.

3.6 Warranties

All Products are provided with a warranty equal to the Vendors' warranties from the date of Atea's resale. If the Supplier provides a longer warranty for a specific product, this longer warranty shall apply irrespective of the foregoing.

Defect Products are either replaced or credited in accordance with Vendor program and guidelines, and shall continuously make sure to uphold the below mentioned laws and regulations:

The Supplier declares and warrants that the Products supplied to Atea is in compliance with all applicable law including but not limited to:

- The Federal Law on Product Safety (PrSG, SR 930.11) and the EU Directive 2001/95/EC on general product safety.
- The EU Directive 2004/108/EC on electromagnetic compatibility and that the Products carry a valid CE-mark of conformity (CE-Certification).
- The Ordinance on Risk Reduction related to the use of certain particularly dangerous substances, preparations, and articles (Ordinance on Chemical Risk Reduction, ORRChem, SR 814.81), the equivalent EU Directive 2011/65/EU Restriction on the use of Hazardous Substances (RoHS II) and the necessary declaration of conformity.
- The EU Directive 1994/62/EC on concentration levels of heavy metal present in packaging.
- The EU Directive 2012/19/EU on waste electrical and electronic equipment (WEEE recast).
- The EU Directive 2005/32/EC setting frameworks of ecodesign requirements for energy-using products.
- The EU Directive 2010/30/EU on the indication by labelling and standard product information of the consumption of energy and other resources by energy-related products including the correct marking of the Products and the packaging.
- The Supplier shall comply with environmental requirements pursuant to the ISO 14001 standard. The Supplier shall at any time be able to document the origin of shipped Products.
- The EU Directive (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Hereunder the implementation of the directive in Danish law with the potential deviations that follows the implementation of the directive.

The Supplier is obliged to comply with all current rules and regulations, including rules and regulations associated with import/export regulation, environmental, and criminal codes.

The Supplier is obligated upon Atea's request and at the Supplier's cost to provide necessary Documentation for the compliance with these applicable laws. The Supplier shall indemnify and hold Atea harmless for all losses incurred by Atea due to the Supplier's failure to comply with the above-mentioned warranties.

3.7 System for electronic data integration

If Atea so wishes, the Parties shall develop a system for electronic data integration which minimizes the transaction costs, which can include a total electronic data integration. A system for electronic data integration will automate the interface and thereby minimize the manual workload, which will lead to shared gains for both Parties.

Both Parties must maintain and develop the system for electronic data integration continuously. If mistakes caused by the Supplier occur, the Supplier is obligated to correct them.

3.8 Bonus

Bonus will be calculated (excl. VAT), on all purchases of Products and Services. Bonus is defined in Schedule 1: Products and Price Schedule.

Any deviation from Schedule 1, shall be agreed between the Parties in written to be valid.

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Bonus is calculated on the basis of total net purchases once per quarter and is payable no later than five (5) working days after the end of a quarter. Bonus is paid by credit nota. In case of termination of the Agreement, the final bonus is paid to Atea by issuing an invoice to the Supplier with eight (8) days payment terms.

Monthly statements shall be received by Atea no later than five (5) working days after the end of the calendar quarter. For bonus payments in the last quarter (October-December) the statement must be received no later than three (3) working days, and the credit nota must be received by Atea no later than five (5) working days, after the end of the year.

3.9 Intellectual Property Rights

All trademarks placed on the Products are and shall stay with the respective third party or the relevant Party that holds the rights and property. Use of these Trademarks requires prior permission from the respective rights holders. All use and deliveries of software is regulated in accordance to the license agreement enclosed with the Product. Software included in the Deliverables/Products is handed over to commercial buyers in regard to only one resale and to consumers only in terms of use, which means that the consumer is not entitled to copy or transfer the software to others use (depending on the license agreements in question).

Any use of Products, Services, or any Deliverables by Atea shall take place respecting the Intellectual Property Rights of the owners concerned (copyright, etc.), and the Supplier shall not be liable in any way for acts by Atea contrary to such rights. The Supplier shall indemnify Atea for any acts by the Supplier and its sub supplier's contrary to such given rights.

Such indemnity will include all liability, losses, damages, costs, and expenses of any nature incurred by Atea and the End-User Customer directly or indirectly to the extent arising as a consequence of or in connection with a claim. The indemnity in this Clause 2.9 shall remain in full force and effect notwithstanding termination or expiry of this Agreement, howsoever occurring.

The exercise of the remedies under this Agreement shall not prevent Atea from requiring indemnification pursuant to this Clause 2.9 and exercise any other remedy available to it under Danish Law.

3.10 Confidentiality

The Receiving Party shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the Disclosing Party and shall not disclose or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval by the Disclosing Party.

Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

3.11 Force Majeure

Pursuant to the terms of this Agreement, neither of the parties shall be considered in breach or liable to pay compensation to the other party if the responsibility is due to conditions outside the party's control, and which the party could not have taken into consideration when the agreement was concluded, and could not have avoided or overcome ("Force Majeure event").

Atea has the right to terminate the Agreement when the Force Majeure event period is longer than thirty (30) calendar days. If any Force Majeure event has prevented or is reasonably expected to substantially prevent the provision of the delivery for a period of more than thirty (30) calendar days Atea may also fully or partly terminate any or all affected Purchase Orders.

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3.12 Bankruptcy

In the event of debt rescheduling proceedings, composition with creditors, or other forms of creditor intervention in respect of the Supplier's business, Atea is entitled to terminating the Agreement with immediate effect.

3.13 Applicable law and dispute resolution

Any dispute between Atea and the Supplier, including the validity, drafting, and completion of the Agreement, and the Parties' rights and obligations in accordance with this, shall be settled according to Danish law, however, with the exception of Danish intentional private law.

Headings to provisions and subparagraphs in the Agreement are only for the purpose of breadth of view and are not to be interpreted as a legally binding part of the Agreement. The headings are not intended to define, limit, explain, or describe the extent of the Agreement and its terms, provisions, or warranties.

In the daily collaboration, the Parties shall identify and loyal to the opposing Party seek to resolve differences amicably at the earliest stage possible.

Any disputes, controversies, or claims, which might arise between the Parties, are sought to be solved by extrajudicial negotiations between the Parties. In the event that a conclusion to a dispute, controversy or a claim is not concluded within a period of fourteen (14) calendar days after the invoking of this provision, the negotiations must upon application from a Party be referred to the executive board in each company. The executive board shall no later than eight (8) days after such application has been made, organize a meeting and seek the dispute resolved.

In the event that a dispute, controversy, or a claim have not reached a final conclusion within thirty (30) calendar days after the referral of the negotiations to the executive boards, the dispute must be solved by litigation before the Copenhagen City Court or by arbitration before "The Danish Institute of Arbitration" in Copenhagen, Denmark, by one or three arbitrators in accordance with the applicable law of the institution. Danish or English shall be applied in the arbitration.

The Party who applies for arbitration must inform the other Party thereof by a recommended letter with a short report on arbitration claims attached. The arbitration shall decide which substantive law applies and shall determine the distribution of salaries and expenses as a result of the arbitration and distribute these between the Parties.

The arbitral award is final and subject to direct enforcement. The award cannot be appealed. The Parties are obligated to enforce the arbitral award.

If the dispute is about whether an SLA is met or a purely technical issue regarding an alleged defect in a product, either Party may request the Danish Institute of Arbitration to appoint an independent IT expert with special expertise in the technical field in question, who shall make a final and binding decision on the issue for both Parties.

The above written concerning arbitration does not limit the disclosing Party of the possibility to seek the infringement of the Confidential Information to a hold by means of temporary injunction or other interim measures in any competent jurisdiction.

3.14 Audit

At Atea's request, Supplier shall, upon no less than thirty (30) working days' prior written notice submit an updated report to Atea prepared by a competent third party (auditor) on:

- audit on Supplier's compliance with its obligations under the Agreement, including measurements of Service Levels and other performance metrics,
- audit on invoicing by Supplier,
- audit on Supplier's compliance with legal requirements, including safety regulations and requirements on the processing of personal data, and
- audit on security, including confidentiality, integrity, and availability of information and Documentation in connection with the provision of Products and Services.

Supplier shall provide all necessary assistance for the implementation of such audit, including, but not limited to, giving access to Supplier's facilities and disclosing all material and information regarding this Procurement Agreement, and which is necessary to verify the Supplier's compliance with its obligations under the Agreement.

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By default, Atea shall pay all costs to the auditor. In the event that the audit reveals any irregularities or defaults, all costs to the auditor shall be paid by Supplier.

In the event that the audit reveals any irregularities or defaults such conditions shall be remedied immediately, and Atea shall be entitled to request a re-audit at any time to verify the remediation. The Supplier shall bear all costs and expenses associated with re-audits reasonably caused by any irregularities or defaults attributable to the Supplier.

No audits or re-audits shall be limiting for Atea's right to claim remedy for any breach disclosed by the audit.

4 CHAPTER III – ATEA CODE OF CONDUCT AND CSR

Atea is committed to working actively to promote CSR and the 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/sustainability/csr-reporting/>. Atea incorporates CSR in its activities related to the Agreement. Transportation of goods shall be handled as environmentally conscious as possible.

Supplier undertakes not to initiate any activities violating Atea's Supplier Code of Conduct or Atea's Compliance Policies <https://www.atea.dk/om-atea/vores-ansvar> applicable at any time nor shall the Supplier initiate any activities to affect Atea's employees to violate Atea's Compliance Policies. Supplier shall comply with all current laws and standards regarding corruption and warrants to implement necessary routines to avoid any form of bribe or corruption.

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

The Supplier shall, as reasonably requested by Atea, agree to provide relevant information and documentation as evidence that Supplier and its sub-suppliers are actively pursuing compliance with the EICC standards for the purposes of Atea's due diligence. The details of which information shall be provided in writing within 3 months of Atea's request.

When Atea has reasons to believe that the Supplier or any of its subcontractors do not comply with the EICC standards, and in the event of credible, serious allegations to this effect, Atea shall initiate a dialogue with the Supplier and undertake an investigation to determine the reasons, the extent and the impact of such non-compliance. If deemed necessary to complete the investigation, Atea shall have the right, and Supplier shall procure that Atea has the right, to conduct audits of Supplier and sub-supplier. Atea will accept to follow planned audits as an observer.

The Parties shall upon Atea's request agree on an individual time-bound improvement plan to address confirmed non-compliance. In the event that the improvement plan is not fulfilled within the period stipulated in such plan, or in the event the Parties are unable to agree on such improvement plan within 90 days from Atea's request, Atea shall have the right to terminate the Agreement with immediate effect.

A breach of this Section 4 shall be deemed a breach of the Agreement.

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

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

5 CHAPTER IV – FINANCE MANAGEMENT

5.1 Prices

5.1.1 Invoicing

Unless otherwise agreed in writing, all Prices are in Danish Kroner (DKK) and are exclusive of VAT, but including all other taxes and expenses, including any customs duties if delivery is made in Denmark. In the event that changes to Danish public taxes occur in the same period between the Order date and the Delivery date, the Price adjusted with

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the net economic consequence thereof so that if Atea's position remains unchanged. The Supplier's Prices are including standard packaging and delivery in Denmark.

The Prices must be invoiced to Atea in accordance with Schedule 1 – Products and Price Schedule, the PO and/or found in the Price File last received in accordance with this Agreement.

Unless otherwise agreed, the Supplier shall deliver an updated Price File to Atea every working day before 07:00 AM, relating to that respective day. Price Files shall be electronically delivered in accordance with instructions from Atea.

Products shall be invoiced at the Prices on the day of the order.

The Prices for the delivery of the Services and/or Products to End-User Customers with special bid must be invoiced to Atea in accordance with the agreed bid prices.

5.1.2 Adjustment of Prices

The Price models set out in the Schedule 1, Products and Price Schedule are fixed and can be changed after mutual agreement and with **ninety (90)** days of notice. All Price changes will be handled as an amendment to the Agreement.

The Prices must on a regular basis be benchmarked against the marked to ensure Atea the best Prices in the marked. The Supplier must proactively participate in the Price benchmarking process by proposing the new pricing.

It is the Suppliers responsibility to inform Atea immediately if a Vendor changes the programs or terms. The information must contain a detailed description of the changes and the financial impact of the Agreement.

The Supplier may not unilaterally change or quote the Prices in any other way (for example in a different currency) unless there is a written agreement to this prior to delivery of the relevant Price File.

5.2 Payment and Invoicing

The invoice corresponding to the PO, shall be sent to Atea at the same time as the delivery takes place.

Payment terms are **current month + sixty-two (62)** days from reception of correct invoice. If the agreed invoice information, as specified by Atea from time to time (PO no or any other reference), do not appear on the invoice, the payment terms will not have effected before a new invoice have been received with correct information. The Supplier's invoices shall include Ateas order number and reference. Any disbursements agreed must be explicitly listed.

Supplier shall submit electronic invoices in accordance with the guidelines issued by Atea.

In the event of late payment, interest shall be accruing at a rate of one percent (1%) per annum.

The Supplier shall quote and invoice Atea in Danish Kroner (DKK) or any other currency specifically agreed.

6 CHAPTER V – ORDER AND ORDER CONFIRMATION

6.1 Ordering

Prices stated in Schedule 1: Products and Price Schedule, Price File, or Special Bid is a binding offer from the Supplier, which is accepted when Atea enters a PO.

Products are electronically ordered on a continuous basis by Atea in accordance with the guidelines issued by Atea. A PO from Atea is not valid until the PO has been assigned a PO number.

Order confirmation with a specification of delivery time and Price (in the event the confirmation deviates from Atea's PO) shall be submitted electronically in accordance with the guidelines issued by Atea no later than three (3) hours after Atea's PO has been sent to the Supplier.

The order confirmation shall include the following:

- Order specification
- Price
- Shipment date
- Delivery address

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6.1.1 Change in date of shipment

If the Supplier fails to deliver the goods at the confirmed Delivery Date, the Supplier shall without undue delay, but no later than one day before the confirmed Delivery Date, re-confirm the delivery.

6.1.2 Order deviation

If there for any reason is cause to believe that there are errors in any given PO, the Supplier shall contact Atea electronically in accordance with the guidelines issued by Atea and Atea shall have the opportunity to change or cancel the relevant PO. This shall always be applicable if Atea have placed more than one PO with the same order number or if the same order have been placed more than once.

6.1.3 Period allowed for cancellation

The Supplier shall seek to practice some delay in their order placing process, in order for Atea to have the possibility to alter or cancel shortly after placing an order. The delay shall not exceed thirty (30) minutes.

6.1.4 Updated list of orders

The supplier shall, on a daily basis use Atea Supplier Portal for updates regarding outstanding orders in accordance with guidelines issued by Atea.

6.2 Delivery and return

6.2.1 Delivery

Deliveries are made DDP, VAT unpaid according to Incoterms 2010 within the borders of Denmark.

The Supplier must not make deliveries outside the borders of Denmark. Only in extraordinary cases, deliveries outside the borders of Denmark can be arranged after mutual agreement with Atea Procurement, which must be attached as an Schedule to this Agreement.

Extraordinary cost for transport may be agreed (for example express delivery or other forms of special deliveries) provided there is written consent from Atea in advance.

A delivery note must be attached to the delivery and may not contain any pricing information. The delivery note must contain Atea's PO number and product number for each item in the delivery.

Unless otherwise agreed, Products in stock ordered before Danish time 16:00 shall be delivered to the delivery address as set out in the PO within next business day. If the Product is not in stock, delivery shall take place no later than the Delivery Date stated in the order confirmation.

Unless otherwise agreed, Products with Configurations Services in stock ordered before 16:00 shall be delivered to the delivery address as set out in the PO within the second Business day after the Order date. If the Product is not in stock, delivery shall take place no later than the Delivery Date as stated in the order confirmation.

The Supplier must ensure that Products in backlog shall be delivered to the delivery address within next Business day if received by the Supplier before Danish time 12:00 and on the second Business day if received by the Supplier after Danish time 12:00.

If an ordered Product is not in stock and the Supplier do not have an order backlog that can fulfill the PO, the Supplier shall place a purchase order with the relevant Supplier at the latest on the same day the PO is received if the PO is received before Danish time 12:00 and on the next business day if the PO is received after Danish time 12:00.

Unless otherwise agreed, all PO's received from Atea must be partly delivered.

In the event that a Delivery Date is delayed by more than five (5) days, unless otherwise agreed, Atea is entitled at its own discretion, to terminate the PO in question for breach and to exercise its rights and remedies for breach under this Agreement and the general rules of Danish law.

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If a relevant delivery is delivered containing the wrong Product, fewer or more Products than what is set out in the PO and/or delivered to the wrong address, or if the same order is delivered twice etc., the Supplier shall immediately correct the mistake. The same applies if the transporter fails to deliver the Product as agreed. Atea and the End-User Customer shall be affected as little as possible.

6.2.2 Delivery confirmation

As soon as the Product is delivered, the Supplier shall send an electronic delivery confirmation to Atea in accordance with the guidelines issued by Atea, together with relevant Track & Trace information.

There is a delay if the complete delivery according to the relevant PO has not been delivered within the Delivery Date set out in the order confirmation or other time limits pursuant to this Agreement and the breach is not caused by circumstances that Atea is responsible for.

If the Supplier should assume that the delivery is likely not to take place in accordance with the delivery confirmation, the Supplier shall give Atea notice about this without undue delay and no later than the same day that the Supplier is aware of the potential delay. The notice shall state the reason for the delay and state when expected delivery will take place. This shall be forwarded electronically in accordance with the guidelines issued by Atea.

6.2.3 Inspection

Upon receiving goods, Atea or the End-User Customer shall to a reasonable extent inspect the Products and give the Supplier notification within seven (7) working days of clearly visible damages on the packaging. Other visible non-conformance (for example wrong product, wrong amount etc.) shall be reported within twenty-one (21) calendar days.

Unless otherwise agreed in writing, the Supplier shall redeliver/correct the delivery without further delay. Atea's own department for returning of goods will often be involved and is possible to contact at procurement@atea.dk. All costs will be attributed to the Supplier.

Atea retains its right to claim remedy for defective or delayed delivery.

6.2.4 Return of sales

Atea and Atea's End-User Customers have the right to return the Supplier's Products in the following cases:

- The product is intact and in unopened original packaging,
- Non-physical products must not be registered and/or activated.
- A RMA request has been submitted to the Supplier no later than thirty (30) working days from the Delivery Date.
- The product is returned to the Supplier no later than fifteen (15) working days after the Supplier's submission of a RMA number.
- In general, Special Goods and Customer Specific Goods are not part of this agreement, but if it is on stock on the ordering point, it will be handled under the normal "rotate" rules mentioned above. The supplier shall specify if the good is a Special Good.

6.2.5 Change of a PO

Atea has at any time the right to change a PO if needed.

The Supplier shall within one (1) business day from receiving a written notice about a change of the PO, send an e-mail to procurement@atea.dk explaining relevant risks and consequences of the change, including possible consequences regarding Price and Delivery Date. Any change to Prices shall correspond to the Prices stated in the Price File applicable at the time when the PO was send.

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7 SIGNATURES

For Atea A/S

City and date	City and date
Atea signature(s)	Atea signature(s)
Name, printed	Name(s), printed

For the Supplier

City and date	City and date
Signature of Supplier	Signature of Supplier
Name, printed	Name(s), printed

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8 SCHEDULE 1 – PRODUCT AND PRICE SCHEDULE

Insert price model with uplift. (Remember to delete if not in use).

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9 SCHEDULE 2 – SERVICE LEVEL & SERVICE LEVEL CREDITS

Atea accepts no less than the following SLA’s:

9.1 Service level

9.1.1 Process time

Share of PO Lines with Products in stock ordered before Danish time 16:00 which are not delivered to the delivery address within next business day, as agreed in section 6.2.1 must not exceed two (2)%.

Share of PO Lines with Products that not exceed fifty (50) units with Configurations Services in stock ordered before Danish time 16:00, which are not delivered to the delivery address within the second business day, as agreed in section 6.2.1 must not exceed two (2)%.

9.1.2 Shipment date

Share of PO Lines in backlog without a confirmed or estimated Shipment Date within two (2) days after PO date must not exceed ten (10)%.

Share of Deliveries that don’t meet confirmed or estimated Shipment Date must not exceed ten (10)%.

9.1.3 Delivery quality

Share of Deliveries not delivered as agreed (e.g. wrong product, quantity, price, address, wrong configuration, etc.) must not exceed zero, five (0,5)%.

9.1.4 Communication

The Supplier must, within two (2) hour, answer all emails received from Atea.

The Supplier must, within two (2) minutes, answer all phone calls received from Atea.

The SLA’s stated above are measured based on all orders during a period of ninety (90) days.

9.2 Service level credits

None.

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10 SCHEDULE 3 – SPECIAL AGREEMENTS

If applicable, update with supplier specific agreements. (Remember to delete if not in use)



Corporate Sustainability & Responsibility Report 2017



COMMITMENT + ACTION + DATA = OUTCOMES

This Corporate Social Responsibility (CSR) report identifies the sustainability and responsible business development initiatives that Atea undertook throughout 2017. It showcases how we look at the complete value chain in our operation. This includes looking at how social, ethical and environmental risks are managed, and identifying where efforts are having a positive impact in places we operate worldwide. It also identifies where we can do more to make a difference.

Our CSR report covers the entire Atea Group. All data and activities reported occurred between January 1, 2017 and December 31, 2017, unless stated otherwise. Atea reports according to **GRI Standards** and the criteria as set by **UN Global Compact**. In addition to this, we have also integrated the Sustainable Development Goals (SDGs) in this report.



With support from EY's Climate Change and Sustainability Services team.

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Letter from Atea's CEO

At Atea, financial and corporate sustainability goals are not at odds with each other in growing a successful company. They are complementary. Together, they allow us to make a positive contribution, both in our local communities and globally.

2017 was another year of record high financial results for Atea. At the same time, we also received numerous recognitions for our work within corporate sustainability. Some highlights I would like to mention:

In April, we received a gold rating for corporate social responsibility by EcoVadis, a highly respected evaluator of supplier sustainability. This achievement ranks Atea in the top 5% of all suppliers evaluated under a collaborative platform that's used by more than 30,000 companies today.

In July, we launched Atea Sustainability Focus, a program through which Atea and Nordic customers of IT engage and coordinate efforts toward electronics manufacturers to influence the industry toward more sustainable production. Also in July, our campaign to promote electronics recycling – “Game of Phones” – was nominated as the best environmental initiative of the year at

Almedalen, the largest annual meeting place for politicians, business and civil society in Sweden. At the same time, our Group Sustainability Officer Andreas Rydell was ranked in the top 3 in Sweden in his field.

In November, Atea Denmark became one of the first companies globally to be awarded the highest international anti-bribery certification: ISO 37001. Atea is committed to conducting our business in an honest and ethical manner, and has a zero-tolerance approach to bribery and corruption. The ISO 37001 certification provides additional assurance that an organization has systems in place to prevent bribery.

We are grateful for the third-party recognitions we have received within corporate sustainability. It strengthens our resolve to continue our work and promote positive change.

To all shareholders, customers, employees and partners: thank you for your ongoing support, investment and confidence in Atea. We're proud of our progress in 2017 across both our financial and sustainability goals - and are eager to continue our work in the year ahead.



Steinar Sønsteby (b. 1962) joined Atea in 1997 and was managing director of Atea in Norway in 1997-2000 and for Atea in Sweden in 2000 - 2002. After moving back to Norway Sønsteby was CEO of Atea in Norway until 2012 when he became Executive Senior Vice President of Atea ASA. In January of 2014 Sønsteby was appointed CEO of Atea ASA. Before joining Atea he was the CEO of Skrivervik Data AS.

Steinar Sønsteby holds a degree in Mechanical Design from Oslo College of Engineering and a Bachelor of Science in Mechanical Engineering from University of Utah (USA). He also has a finance degree from Norwegian School of Management (BI) and for Training in Management and Human relations from Dale Carnegie Institute.

A year of commitment and momentum

A message from Atea's Group Sustainability Officer

A **solid record of achievement** in 2017, including major progress in the area of corporate social responsibility.

Overall, 2017 was a year of strong commitment and momentum: ambitious work, careful planning and deliberate choices made over the last several years began to bear fruit this year. The response from our stakeholders was very positive. Customers and investors told us they were incorporating sustainability considerations into their business strategies like never before. That's a powerful, positive trend.

In 2017, as part of our efforts to promote environmental responsibility, we launched an in-house program, called Game of Phones. This well-received initiative resulted in increased awareness about the importance of electronics recycling. We also continued our work implementing Atea Sustainability Focus, a campaign to use our position as a leader within IT hardware in the Nordic countries to influence the industry towards more sustainable production. A key outcome of this initiative is to provide the Responsible Business Alliance (RBA) with recommendations from the Nordic IT buyers.

We also improved our governance practices during the last year. We launched an enhanced whistleblower program, making it easier to submit an anonymous whistleblower report. We also developed a science-based climate target, which will help us in our climate mitigation effort years ahead.

I am very proud of our work within corporate sustainability and responsibility. **For context, consider what Atea has accomplished over the past five years:**

- Our reuse and recycle program, GoITloop, has made Atea the largest recycler of e-waste in the Nordic region - handling over one million units since 2012;
- In 2017, Atea Denmark became one of the first companies globally to achieve ISO 37001 certification for our anti-bribery management systems;
- All major operating units in the Atea group have obtained ISO 14001 certification for environmental management;
- Atea was awarded a Gold recognition level for its sustainability practices by EcoVadis, a leading CSR consulting firm;
- Atea received numerous third-party awards, including Excellent Sustainable Supplier 2015 (Swedish Competition Authority), Green Role Model of the Year 2016 (Swedish NGO), Climate Prize 2014 (KTH), and 2016 Industry Leader for Children's Rights (Global Child Forum).

Actions—not promises—shape our common future. Despite challenges in achieving global targets for sustainable development, I am optimistic about the road ahead. Human progress has always been a story about technology solving complex problems. I feel fortunate to be part of a company and industry which is working to create positive change in the world.



Andreas Rydell
Group Sustainability Officer, Atea

Andreas joined Atea Sweden AB in 2012 as Head of Quality and Environment. He recently concluded his period as Vice Chair of the Sustainability Council, created by Swedish IT and telecom companies. Prior to joining Atea, he worked as Quality and Environmental Director at MTR (Metro). He holds MSc and BSc degrees from Luleå University of Technology.

Overview Corporate Social Responsibility Achievements

Awards & Recognitions

GOLD CSR Rating by EcoVadis (2017)

Industry Leader for Children's Rights by Global Child Forum & Boston Consulting Group (2016)

Green Role Model of the Year by Gröna Bilister (2016)

Excellent Sustainable Supplier by the Swedish Competition Authority (2015)

CERO Climate Prize by CERO/KTH (2014)

Memberships & Signatories

- UN Global Compact
- IT Sustainability Council
- Responsible Business Alliance (RBA)
- Responsible Minerals Initiative (RMI)
- UNGC Nordic Network
- Science-Based Target Initiative

Policies & Activities

- Atea *Code of Conduct*
- Compliance Organization
- Whistleblower Hotline
- Data Privacy Policy
- Stakeholder & Materiality Assessment
- Quality Management Systems
- Mandatory training on *Code of Conduct*
- Sustainable products & services
- Wide range of charitable efforts

Reports & Documents

- Sustainability Report (GRI)
- Carbon Footprint Report (GHG)
- Carbon Disclosure Project (CDP)
- UNGC COP (Advanced)

Atea Programmes

- Anti-Corruption Programme
- Supply Chain Programme
- Greenhouse Gas Reduction Programme
- GDPR Compliance Programme



About Atea

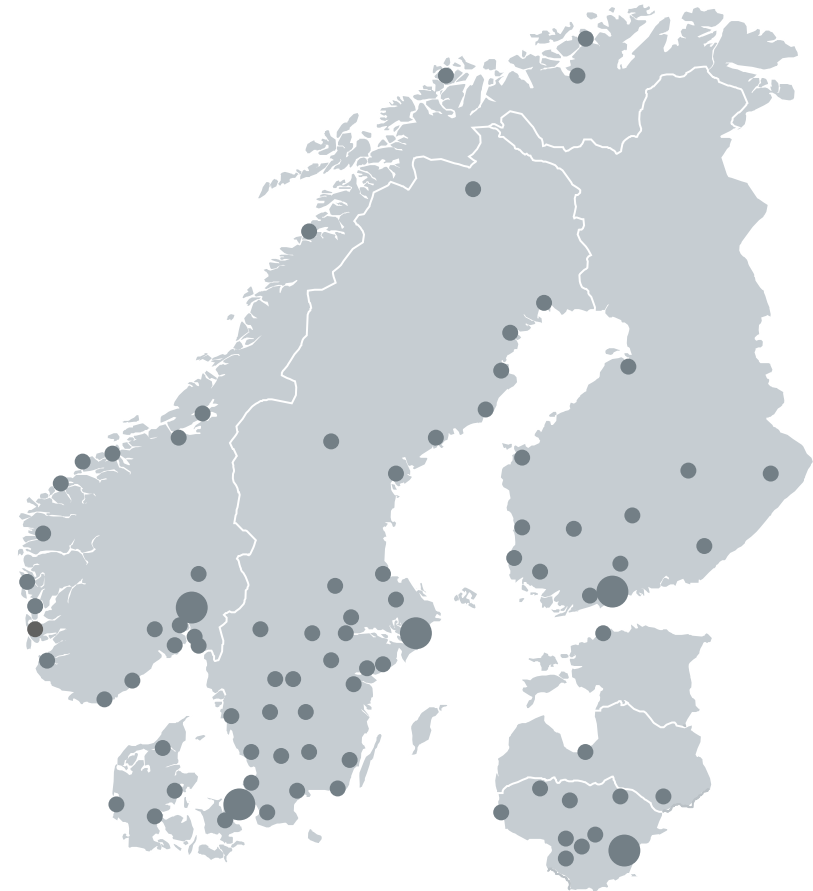
Atea is the **market leader in IT infrastructure for businesses and public-sector organizations** in Europe's Nordic and Baltic regions.

With more than 6,900 employees and 4,000 consultants located in 87 offices across seven countries –Norway, Sweden, Denmark, Finland, Lithuania, Latvia and Estonia – Atea combines a unique breadth of competence in IT infrastructure with a powerful local presence in each market we serve.

Atea offers a full range of hardware and software from the world's top technology companies. Our team of specialist consultants has technical certifications and system integration skills to design, implement and operate solutions for even the most complex IT requirements. As a result, we help customers solve problems and get maximum productivity from their IT investments.

In 2017, Atea had revenue of \$32.4 billion (NOK). We are listed on the Oslo Stock Exchange (ticker: ATEA) and submit all reports as required under the Norwegian Accounting Act.

Since 2010, Atea has also been a reporting member of the UN's Global Compact Initiative. As part of that work, we support and uphold the eight Core Conventions of International Labor Organization, the UN Guiding Principles on Business and Human Rights, and the guidelines of the OECD. Atea's *Code of Conduct* is aligned with the Global Compact's *Code of Conduct*.





Talking to Stakeholders

Engaging with stakeholders is an **inclusive and continuous** process that allows us to build relationships and create mutual understanding.

Progress starts with building relationships that create mutual understanding. To that end, Atea engages in ongoing, inclusive conversations with stakeholders, sharing experiences and setting priorities in the area of corporate social responsibility. Opportunities for dialogue include company events, job fairs, joint audits and social media. We also receive valuable feedback through employee- and customer- satisfaction surveys.

Collaborative solutions create lasting results. That's why we connect with our industry peers, along with the UN Global Compact Nordic Network and through our membership with the Responsible Business Alliance (RBA). We also base our work on international frameworks, such as the UN Global Compact, the UN Guiding Principles on Business and Human Rights, ISO 26000 and the UN Sustainable Development Goals.

Atea stakeholders	Top ranked/prioritized sustainability issues
Customers	Child labor Forced labor Health and safety
Employees	Child labor Anti-corruption Health and safety
Suppliers	Sustainable sourcing Child labor Forced labor
Investors	Sustainable sourcing Child labor Social engagement
Citizens	Hazardous substances Sustainable sourcing Child labor
Media	Sustainable sourcing Forced labor Freedom of association
NGOs	Forced labor Health and safety Sustainable sourcing

Materiality Assessment

For Atea, our materiality assessment results are at the **heart of our future corporate sustainability strategy**. It gives us the ability to set targets and address risks from an environmental, social and economic perspective.

What is a Materiality Assessment?

This is a systems-based method that helps an organization identify, prioritize and validate its most significant sustainability impacts, risks and opportunities. It serves to mobilize an organization's vision and provides context for reporting on progress in meeting its goals.

As a result of in-depth consultations with our stakeholders in 2017, Atea's materiality assessment is presented on the following page as a decision-making matrix in which sustainability topics are grouped into four categories:

Actively address and engage	Assess and engage	Address and engage when appropriate	Assess
Topics included in Atea's strategic sustainability agenda. These are measured and followed-up on regularly.	Topics identified as important by Atea's stakeholders. We will engage and respond to these where possible.	While these are high-impact topics for Atea, we will address these on an as-required basis.	Topics that are not material to Atea today. These will be assessed since their importance might surface in the future.

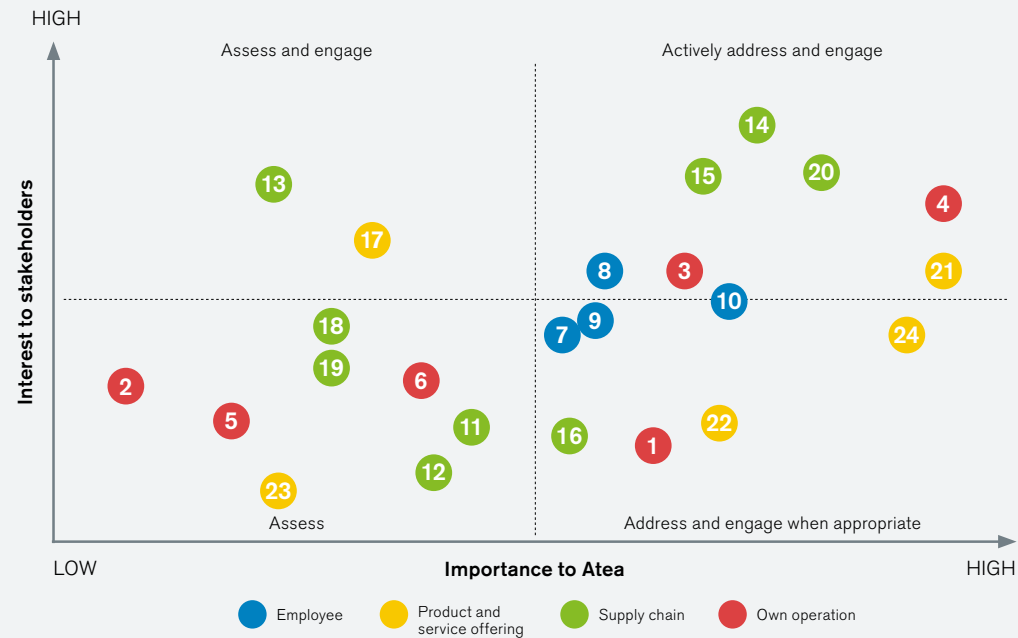
Our findings will serve as the foundation for continued communication, reporting and engagement. We identified issues that can have a significant impact on our business, as well as those where we have the greatest potential to influence change.

Analysis in this area is also essential for conducting risk management. Risks associated with our material sustainability topics are managed within Atea's risk management plan. See Atea's 2017 Annual Report for more details. Since the materiality analysis is important to set Atea's strategic agenda it is performed every second/third year. The next materiality analysis will be performed in 2018.

Our most material topics are grouped as follows: **People; Society; Responsible Sourcing; Environment; and Ethics and Governance.**

Each of these is addressed in the next chapter of this report, entitled "Action: Atea's role in meeting Sustainable Development Goals."





Own operations

1. Energy use reduction within Atea's own operations
2. Minimisation of transport to reduce the environmental impacts of product distribution and employee travel
3. Reduction of greenhouse gas emissions within Atea's own operations
4. Anti-corruption and anti-bribery within Atea's own operations
5. Mitigation of anti-competitive behaviour within Atea's own operations
6. Social engagement and CSR initiatives

Our employees

7. Employee's benefits and terms of employment within Atea's own operations
8. Healthy and safe working environments for Atea employees
9. Training, education and career opportunities for Atea employees
10. Diversity and equal opportunity for Atea employees

Own supply chain

11. Energy use reduction in Atea's supply chain
12. Water use reduction in Atea's supply chain
13. Health and safe working environments at Atea's suppliers
14. Ensuring no child labour is used in Atea's supply chain
15. Ensuring no forced or compulsory labour is used in Atea's supply chain
16. Freedom of association and collective bargaining in Atea's supply chain
17. Minimization of hazardous substances and chemicals in products
18. Reduction of greenhouse gas emissions in Atea's supply chain
19. Reduction of water and air emissions in Atea's supply chain
20. Ensuring sustainable sourcing of tantalum, tungsten, tin and gold (so-called conflict minerals) from high risk human rights problem areas, including for example the Democratic Republic of Congo

Products and service offering

21. Customer privacy, ensuring data security, e.g., on Atea servers is never breached
22. Managing risks of technology disruptions
23. Product energy use during the user phase
24. Ensuring appropriate management of electronic waste at end-of-life

ACTION

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Atea's role in meeting Sustainable Development Goals

For Atea, sustainable development is more than a promise: it's a commitment to take action to achieve measurable goals. Atea is committed to be a part of achieving these goals and have identified five SDGs where our business has the greatest impact.

How Atea's goals relate to the UN's Sustainable Development Goals

Atea has identified five Sustainable Development Goals (SDGs) that we believe corresponds with our business. In the following sections within this report, we elaborate on the work we perform to meet these goals.



Achieve gender equality and empower women and girls.



Build resilient infrastructure, promote sustainable industrialization and foster innovation.



Ensure sustainable consumption and production patterns.



Take urgent action to combat climate change and its impacts.



Promote just, peaceful and inclusive societies.



More about the UN's Sustainable Development Goals

Established in 2015, the United Nations' Sustainable Development Goals (SDGs) consists of seventeen targets and indicators that member states use to frame their policies. Read more at <http://17goals.org>

Atea's SDG-focused activities

For reporting purposes, here are Atea's SDG-focused activities that fit within the UN's framework. Each of these showcases specific actions Atea has taken in 2017.



Atea believes all people—regardless of gender identity— should be treated as equals and have equal opportunity to work hard and have a rewarding career. Recognizing that the information and communications technology sector has historically been male dominated, we support initiatives that encourage more women to join this field. This includes, for example, encouraging women to choose an education within technology and engineering. Atea also strives towards having a balanced leadership team at all levels within the company.



New, innovative solutions provided by Atea can improve the efficiency of public institutions, municipalities, communities and other groups. Among the benefits of those solutions: better assistance to those who are in need in society, both at home and abroad. For example, digital solutions can be used in schools to minimize the effect of geographical distances. With Internet of Things solutions, Atea contributes to greater public safety, enhancing resource management and sustaining the environment.



Adjusting to responsible consumption and production is important to reduce environmental and health effects. Atea is taking a bold step forward in responsible sourcing of IT components: strengthening our efforts to control our supply chain. In promoting a more circular economy and closing the loop on waste, Atea continues to enjoy the success of its recycling system, [GoTLoop](#). Hardware gets reused instead of ending up as landfill. This program is implemented in all countries served by Atea. Under this program in 2017, Atea launched Game of Phones: a successful information campaign to increase recycling of mobile phones.



Atea focuses intensely on carbon-footprint reduction measures in its operations. This requires close collaboration with partners, suppliers and customers to minimize the impact of our products on the environment. To help everyone in its supply chain to make climate-smart choices, Atea works with distributors to find efficient alternatives to transporting goods. Atea also has included environmental requirements in its corporate *Code of Conduct* to reduce the indirect carbon emissions caused by suppliers. To read more about Atea’s measures to reduce carbon emissions. See [page 35](#).



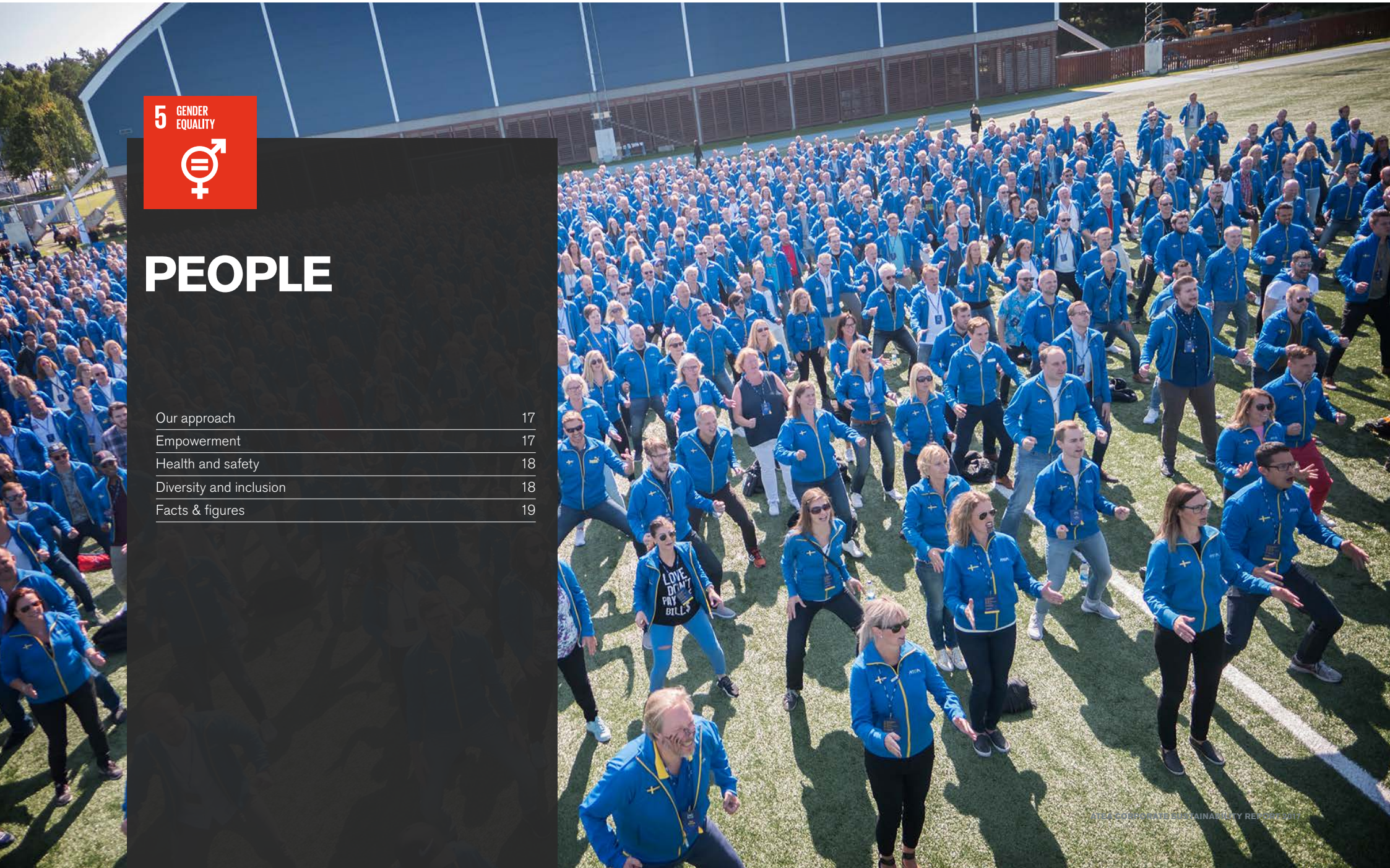
Eliminating corruption and bribery is of utmost importance to Atea: it’s a matter of trust. Having previously revised our *Code of Conduct* in 2015—with all employees having completed compulsory training on this issue—governance routines were further strengthened throughout 2017. During this period, Atea’s compliance officers tested and reviewed the company’s internal audits and anti corruption monitoring systems. Atea also made it easier for employees to confidentially raise concerns about potential violations by enhancing its whistleblower hotline.

5 GENDER EQUALITY



PEOPLE

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People

“All human beings are born free and equal in dignity and rights. They are endowed with reason and conscience and should act towards one another in a spirit of brotherhood.”

– UN Universal Declaration of Human Rights, Article 1

People are shaped by the conditions where they live and where they work. They thrive best in places where mutual respect, safety and diversity are valued and promoted.

Our approach

People are central to Atea’s vision of being “The Place to Be” for employees, customers and vendors. We strive to attract the best to create remarkable solutions. To get there, Atea ensures that it provides healthy, safe conditions in the workplace, and that it gives everyone an equal opportunity to succeed and thrive within its corporate culture. Not only do we work hard to meet both national and international labor laws in every country in which we operate, Atea also sets its sights on even higher goals. We seek to promote greater empowerment, wellness and confidence in all our people.

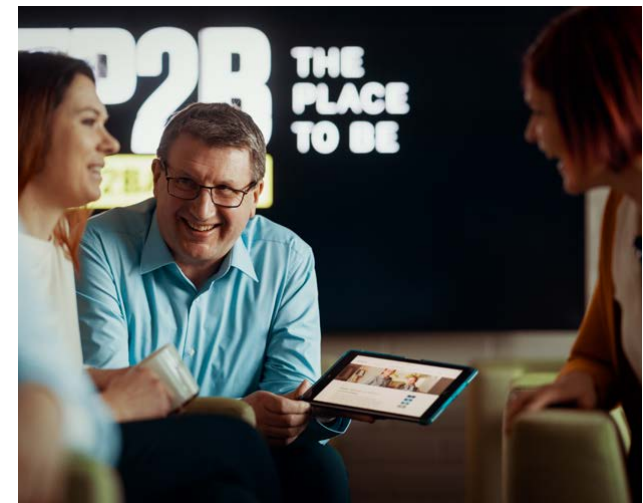
Approximately 90 percent of Atea employees are covered by collective bargaining agreements and/or universally binding collective agreements.

Empowerment

Finding ways to boost autonomy and self-determination in people is both important and consistent with Atea values. As part of creating a learning culture for our employees, we ensure they are trained continuously in leadership, management and other areas connected to their IT expertise.

Common guidelines have been established for recruitment activities. This ensures Atea is attracting and hiring skilled professionals across the organization. Extensive competence training is conducted in all parts of the organization. Employee surveys, along with goal identification and professional development interviews are conducted with employees regularly. An introduction program has been implemented in every country to quickly integrate new employees.

Through Atea Academy—our e-learning platform—our employees receive training on business systems, values, ethical guidelines and corporate culture. All employees are required to successfully complete an examination on Atea’s *Code of Conduct* and sign a confirmation that they will comply fully with its contents.



Health and safety

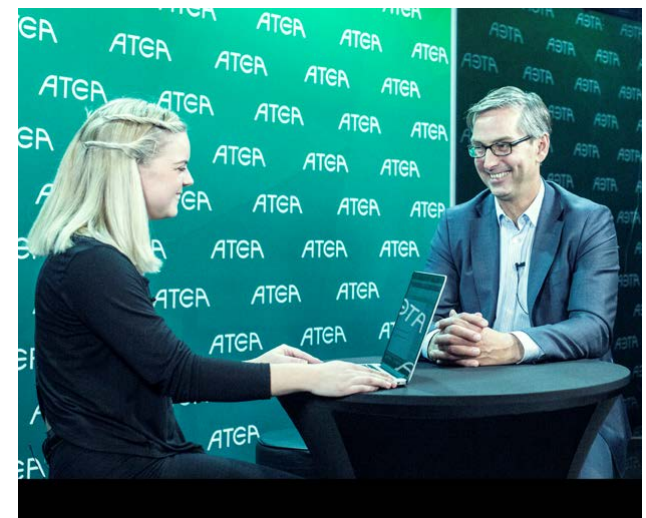
Working with IT means spending many hours of the day in front of a computer. It's essential, therefore, that we focus on encouraging our employees to participate in activities related to health and wellbeing. Atea employees have the right to a healthy and safe workplace, and the working conditions within our organization meet or exceed legal requirements in every country in which we operate. We also comply with the conventions of the UN Global Compact and the International Labor Organization. Hazards are identified and monitored to prevent accidents and occupational illness. Workplace guidelines are monitored to ensure a healthy, safe environment. In addition, the company provides a range of healthy lunch choices for its employees in its largest offices, and encourages participation in athletics through Atea-sponsored sporting events. As a significant outcome of these efforts, Atea was recognized in 2017 as the healthiest company of the year in the Stockholm region by Feelgood: one of Sweden's leading health companies.

Diversity and inclusion

Promoting gender equality, inclusion and diversity in the workplace are core values at Atea. Our employees are respected and valued for their skills and abilities—no matter their gender, nationality, religion, age or physical mobility. A diverse workforce is one that reflects the society in which it operates. The closer we get to achieving diversity, the better we serve our clients.

Atea also strives to prevent workplace discrimination. Our efforts are consistent with the prescriptions of the Anti-Discrimination Act. Atea's management promotes equality of opportunity within its employment practices. During Autumn 2017, our management teams in many countries of operation publicly expressed their support for the worldwide #metoo initiative. Atea has zero tolerance for discrimination and sexual harassments in the workplace. It also recognizes that the best way to prevent these issues from occurring in the first place is by seeking more gender parity in its workforce. That remains a challenging issue in this sector. The World Economic Forum highlighted this issue in 2017. Citing a McKinsey study, it that found that "women made up 37% of entry-level roles in tech (compared to 45% in the overall sample), and only 25% advanced to senior management roles. Just 15% reached the C-suite."

While the percentage of female employees within Atea is consistent with the industry, that's a low bar for measuring progress. Atea believes diversity is good for productivity and women are a growing portion of the global talent pool, we strive to recruit women at all levels and promote activities that ensure they remain with Atea. We strive towards having at least one female candidate in all manager recruitment processes. To increase diversity in our industry, Atea supports university-focused initiatives that encourage more women to choose engineering and technology-oriented education. We also encourage the recruitment of people with disabilities or special needs and make necessary modifications to workplace environments so that they are able to perform their work.

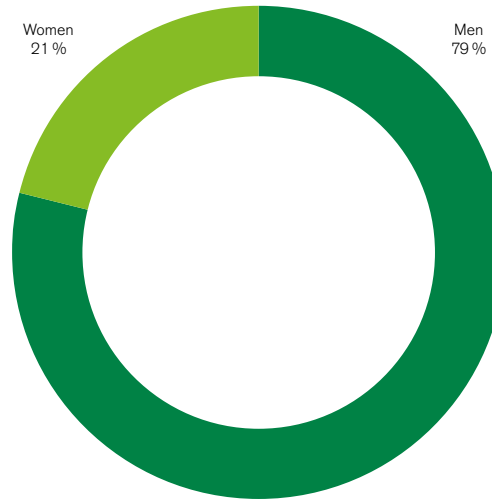
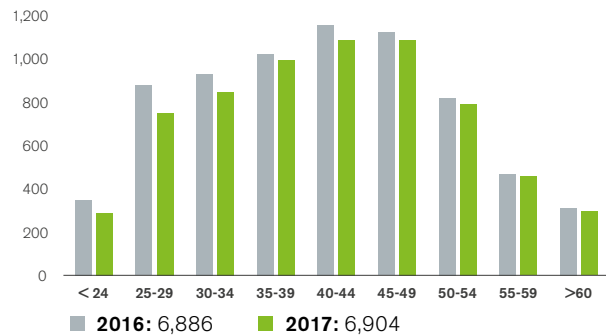


6,904

Total numbers of full-time employees

Age Breakdown Atea Group

2016 – 2017



Gender percentage in Atea Group



Sick leave per country



50% women
50% men

Gender distribution Board of Directors



2 of 8 members
less than 50

Age distribution Board of Directors

3.0%

Sick-leave
Atea Group

0

Occupational
health injuries



9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE



SOCIETY

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Society



“A community is like a ship; everyone ought to be prepared to take the helm.”

– Henrik Ibsen

Information technology connects people across the world, and eliminates traditional borders between nations.

We all become part of a global society and are directly impacted by events and conditions far from home. At the same time, our ability to play a positive role in the lives of others across the world is greater than ever before.

Our approach

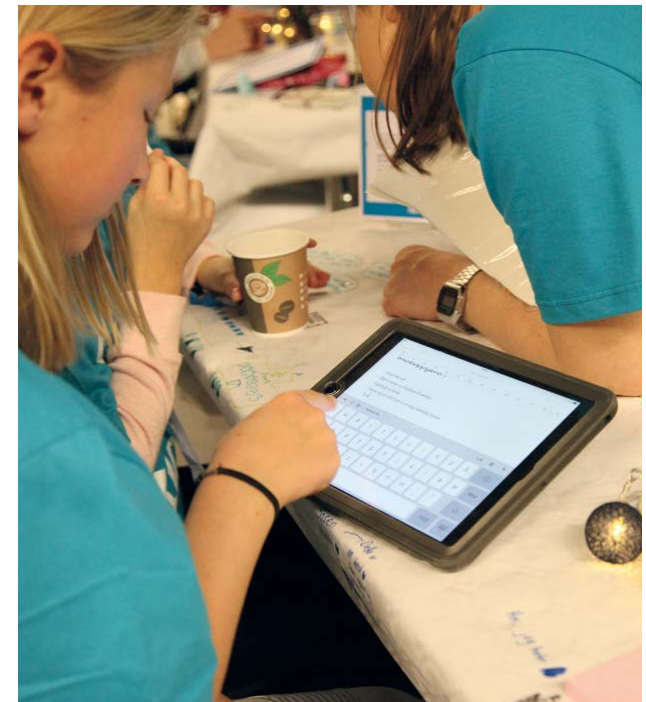
At Atea, we choose to make a difference in the world by employing the same knowledge, creativity and energy with which we serve our customers. Many of our charitable activities focus on improving the lives of children, whose early development and education are critical to the future of their nations and communities.

In 2017, here are highlights of charity-based activities undertaken by Atea and its employees:

- Through **Atea Sweden's** Helping Hands fund, many different initiatives and social events are supported. During 2017 we made donations to the "Children are not for sale" campaign run by Musikhjälpen ("Music aid") and to a campaign run by Radionhjälpen to prevent the famine disaster in Yemen and many countries south of Sahara. We also supported a center for women in DR Congo among other projects.
- During the Arendal Week in 2017, an alliance headed by **Atea Norway** launched "Children's digital rights", a set of fundamental rights to prevent digital class divides from arising in schools, and which the initiators believe should apply to all Norwegian pupils. The initiative was followed up with the "Class of the Future", inviting schoolchildren to contribute with their ideas for how education challenges can be met using technology. Atea has also contributed with PC equipment, monitors and various other items free of charge for Se Meg (See Me), an organisation that works for children and young people who experience challenges in their lives.



- **Atea Denmark** has been running an asylum children project that resulted in the delivery of 400 used PCs to all unaccompanied asylum children in Denmark. We have also sponsored Børnefondens (Children's Fund), allowing 50 children to attend school and gain access to medical care. In addition, this sponsorship has made it possible to construct latrines, wells, offices, warehouses and new classrooms in primary schools and to install solar panels at two schools and two health clinics.
- Since 2013, **Atea Finland** has been cooperating with the Finnish Red Cross, collecting money for different campaigns. During 2017 this included the Chain Reaction campaign, the Hunger Day campaign and a Christmas Spirit campaign. In addition, we have supported the Rescue Children Association and Tukikummit Foundation with individual donations.
- In the **Baltics**, Atea Global Services (AGS) serves to help the local community. Since 2014, it has been organizing and conducting a summer event for orphans: 180 children and 29 teachers from seven different orphanages were invited to a day of creative workshops, treasure hunting, concerts and other activities. The event has now become a tradition that AGS plans to repeat in coming years.
- **Atea Baltics** for several years has been actively involved as a founder of non-profit NGO organization "Langas i ateiti" ("Window to the future"), the main goal of which is to add to the development of the information society across all demographics. Atea Baltics has not only supported the NGO financially but also has been actively involved in the national campaigns organized by "Langas i ateiti". The most well-marked events are national campaigns: Safer internet week and Get Online week, which invited volunteers from Atea Baltics to provide lectures on safer internet issues for the school community. During these campaigns, 300 primary school teachers were trained online in coding basics and over 200 kids were introduced to the most important rules handling their personal identity online and safe behavior.





**MAKING A DIFFERENCE:
PREVENTING ELECTION FRAUD**

Election fraud is a challenging problem in some African countries today due to a lack of reliable records registering birth and citizenship. Thus, it's difficult to control whether people vote more than once at polling stations during elections. The Republic of Somaliland wanted to tackle this challenge. As an emerging democracy that was seeking international recognition as an independent state, it was very important to them to be able to hold free, fair and credible elections.

In collaboration with its partners, Atea Denmark group provided an iris scanner solution that helped solve this

challenge. This made it possible to quickly and reliably identify every voter who showed up at polling stations on election day. To be eligible to vote, each voter had to provide an iris scan at one of over 300 registration sites across the country.

Approximately 700,000 voters participated, after which they received an authorized election card.

As a result the Republic of Somaliland today has the most advanced election registration system in the world. "This is a very exciting project and we are proud to have played a part in making a difference," says Nils Løwe Larsen,

International Sales Manager at Atea. "Many other countries today are keenly observing this technology in use here because of its enormous potential to prevent election fraud."

Faster and more secure than fingerprint technology, Atea's iris scan solution is playing a pivotal role in creating safeguards to ensure correct processing of personal data and to prevent voter fraud. "It's been vital for us to ensure full transparency," adds Løwe Larsen. "That was pivotal in proving to local authorities and citizens alike that this was a trustworthy technology to help foster fair elections in an emerging democracy."

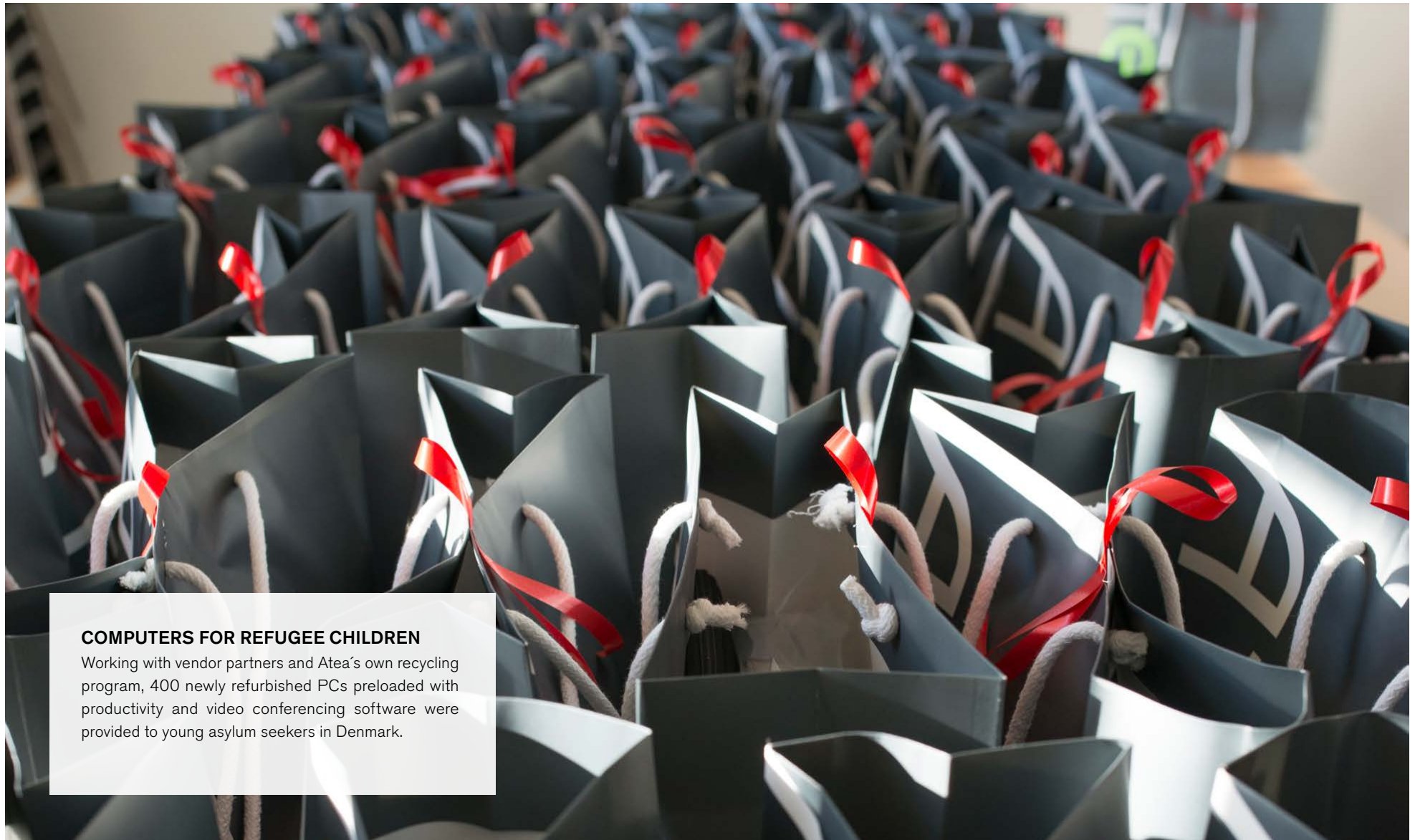
MAKING A DIFFERENCE: LEARNING ENVIRONMENT OF THE FUTURE

Nordens Plads is a Denmark-based school for children who have learning disabilities. Here, using technology as a daily part of student activities is helping to create a dynamic learning environment.

Partnering with the school's special-needs educators, Atea's IT specialists designed a new digital classroom. It is an interactive sensory and movement room, which sets new standards for learning. The room is designed so that sound, light, smells, furniture, walls, floors and general layout create an atmosphere to stimulate and motivate students.

This project was made possible thanks to donations from Atea employees. As a result, teachers at the school are able to share their experiences with others: showcasing how this special learning room can improve outcomes for students and schools alike. Learn more about this school and this important project at www.svnp.dk.





COMPUTERS FOR REFUGEE CHILDREN

Working with vendor partners and Atea's own recycling program, 400 newly refurbished PCs preloaded with productivity and video conferencing software were provided to young asylum seekers in Denmark.



12 RESPONSIBLE CONSUMPTION AND PRODUCTION



RESPONSIBLE SOURCING

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Responsible sourcing



“We are made wise not by the recollection of our past, but by the responsibility for our future.”

– George Bernard Shaw

Today’s electronic industry supply chain is incredibly complex. Each individual component that goes into a product involves a large number of groups working together across the globe.

Our approach

For Atea, responsible sourcing hinges on adopting a multi-stakeholder approach. That’s how the right systems can be developed to identify and mitigate risks within labor, ethics, human rights, management, as well as health and safety. Gaining an understanding of how and where device components are made is a major undertaking, but it’s necessary. It gives Atea a complete picture of the sustainability challenges within our supply chain.

That deliberate choice has proven to be valuable.

Governments, NGOs, investors, customers, employees and other industry stakeholders have all made clear that they have increasing expectations about how companies account for their supply chains. We support that shift. Even though we are not the manufacturer

of the devices we sell, we have a role to play in ensuring that they are assembled in an ethical and responsible manner.

The responsible sourcing of minerals remains one of the key challenges for the electronics industry. Mining affects the environment, the surrounding communities and human rights. Since business operations in this area tend to be unsustainable, paired with poverty and poor governance in the region, mining can result in increased conflict and long-lasting negative effects.

To fully address these challenges, Atea has developed a four-point response:

- developing a strong management system;
- building relationships and partnerships;
- focusing relentlessly on improvements; and
- gaining a deeper understanding our ecosystem.

Each of those steps comprises Atea’s responsible sourcing journey.

Developing a strong management system

In 2017, we updated our *Supplier Code of Conduct*: one that had originally been adopted in 2016. New standard agreement templates for new suppliers were enhanced, along with sustainability clauses. Based on the Responsible Business Alliance (RBA) *Code of Conduct*, Atea’s *Supplier Code of Conduct* clearly states the expectations we have of our suppliers and is available on Atea’s website.

Q&A with Chiara Selvetti, Supply Chain sustainability manager, Atea Sweden

Q What are the key highlights of 2017?

The launch of Atea Sustainability Focus and our participation at the OECD Forum and at the UN Forum on Business and Human rights conference in Geneva.

Q Lessons learned?

The past year has confirmed that our work requires patience and relentless focus on what is material. In line with our goals we now cover a larger number of suppliers, some of whom are less keen on transparency and have less mature sustainability management systems. We work relentlessly to secure those improvements that are of essence, to ensure that our customers can trust us as a partner and the brands we choose to grow with.

Q Plans for the future?

2018 will bring a renewed focus on pushing for greater transparency in our suppliers’ sustainability communication, in line with the recently published Atea Sustainability Focus.

Finally, while maintaining a strong focus on due diligence and on minimising risks, we will see to encourage more clearly our suppliers’ work with sustainable innovation.

With regards to the challenges connected to mining and the supply chain, greater collaboration is vital. That's why in 2017, the RBA merged the two initiatives—CFSI (Conflict-Free Sourcing Initiative) and RRMI (Responsible Raw Materials Initiative)—to create the Responsible Minerals Initiative (RMI). As a founding member of this initiative, Atea assisted in shaping the direction of the RMI. Also of note, Atea's Group Sustainability Officer was invited as a speaker at the 2017 RMI Conference where he provided a detailed review of Atea's approach to responsible sourcing within its supply chain.

Previously, Atea officials have visited mines in the Democratic Republic of Congo to better understand our supply chain and systematically work to identify the choke points through evaluating due-diligence assessments. The definition of Conflict Minerals is sometimes prone to being misunderstood. Atea seeks to ensure that it has in-depth knowledge of the subject so that it can engage fully with various organizations and increase consumers' understanding.

About Conflict Minerals

Under U.S. legislation, the definition of conflict minerals specifically identifies tin, tantalum, tungsten and gold (referred collectively as the 3TGs) regardless of whether they were actually mined in a conflict area as identified by the OECD.

Atea will continue to monitor the responsible sourcing of minerals. As the largest IT company in the Nordic and the Baltics Atea, we are uniquely positioned use our leverage in the industry. We can press for increased transparency from industry and keep educating consumers on the facts about mining in this supply chain.

Elsewhere during 2017, Atea staff attended several events and forums with the aim of boosting relationships with stakeholders. This included attending the OECD Forum in Paris, the United Nations Forum on Business and Human Rights in Geneva, as well as seminars and accompanying suppliers on facility audits in Asia. At all of these events, Atea benefitted from sharing and receiving best practices, highlighting the importance for cross-stakeholder collaboration and building partnerships and relationships for sustainable supply chains.

Focus on improvements

Atea intends to be at the forefront of future developments in the area of responsible sourcing in the IT industry. That means remaining focused on steady improvements in 2018: doing more with the leverage we have, improving our business routines and encouraging organizations within our supply chain to do the same. To get there, Atea will keep engaging with suppliers to foster our close relationships. We will continue to attend forums and seminars and engage in knowledge-sharing and monitoring activities. Continually updating our understanding of supply-chain risks is another key undertaking. There, we will focus more on the

environmental and human-rights impact of our supply chain. We'll also continue to gain first-hand experience in this area through our work with the RBA and RMI.

Our improvement-focused work won't stop there. We also will look carefully at our own ambitions when it comes to the companies we choose to grow with as a group. Atea recognizes that it takes time to make overarching, systemic changes. Given that 2018 is the midway point to our longer-term 2020 goals (*95% of supply chain monitored by Atea for compliance*), this year is the ideal time to undertake that work and review our responsible sourcing efforts to date.

Understanding our ecosystem

Atea firmly believes we must exercise our influence over—and demonstrate our knowledge of—our ecosystem. That's why in 2017, we founded Atea Sustainability Focus (ASF). It is designed to use our position as a leader within IT in Nordic countries to influence the industry so that it keeps moving in a sustainable direction.

The ASF includes an Advisory Board, through which it receives input from 250 Nordic IT buyers and industry analysis from KTH Royal Institute of Technology. Board membership consists of representatives from nine Nordic companies—each is an industry leader in sustainability and digitalization. It will produce a report annually, covering areas of common concern.



ATEA SUSTAINABILITY FOCUS: BE HEARD

Atea's new initiative, Atea Sustainability Focus (ASF), is your chance to help shape sustainability work in the IT industry. Since Sweden and the Nordic region are each globally recognized as sustainability leaders, ASF is ideally positioned to make a difference. Here, with our high concentration of leading sustainable businesses, being part of ASF puts you in direct contact with many influencers and model corporate practitioners.

There is no shortage of sustainability challenges within IT and the electronics industry today. With ASF, we seek to influence these industries so that they keep moving in a sustainable direction. Through its Advisory Board, the ASF is inviting Nordic customers to engage in an annual dialogue. It's an opportunity to share your perspective about the pace and priorities for the global sustainability agenda within IT.

Challenges in our supply chain

MINING

Over 60 metals and minerals and virtually all rare-earth elements end up in electronics products. An estimated 50% of the world's cobalt supply is located in the Democratic Republic of Congo. That country ranks 176 on the human development index and has been the scene of some of the worst conflicts since WWII.

SOCIAL IMPACT: HIGH
ENVIRONMENTAL IMPACT: MEDIUM

CORE COMPONENTS

IT manufacturing (i.e., hard drives, printed circuit boards and screens) varies substantially in terms of impacts. For instance, battery manufacturing may release toxic metals into the environment, and a large manufacturing facility of integrated circuits can consume up to 4.8 million gallons of water daily. Semiconductors for integrated circuits are often manufactured in Malaysia, where incidents of human trafficking and forced labor have been documented.

SOCIAL IMPACT: MEDIUM-HIGH
ENVIRONMENTAL IMPACT: MEDIUM-HIGH

BASIC COMMODITIES

Metals derived from minerals, as well as chemicals and plastics, often enter the electronics supply chain in goods manufactured in China. Silicon is extracted from sand, through water and energy intensive process that requires more than 300 individual steps. Over 500 chemical substances have been identified for use in the manufacturing of electronic components.

SOCIAL IMPACT: MEDIUM
ENVIRONMENTAL IMPACT: HIGH

ASSEMBLY

Electronic product assembly occurs mostly in China, where both labor-related and environmental risks are well documented. China has an estimated 60 million "abandoned" children, whose parents work in manufacturing in coastal cities. In factory audits across all RBA membership, excessive working hours remains the single most persistent finding.

SOCIAL IMPACT: MEDIUM-HIGH
ENVIRONMENTAL IMPACT: MEDIUM-HIGH



ON-SITE VISITS

In 2017, Lorna Stangeland, Senior Vice President Supply Chain Management and Andreas Rydell, Group Sustainability Officer (both Atea) participated in on-site visits to supplier facilities in central China.



13 CLIMATE ACTION



ENVIRONMENT

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Environment



“Sustainable development—development that does not destroy or undermine the ecological, economic, or social basis on which continued development depends—is the only viable pathway to a more secure and hopeful future for rich and poor alike.”

– Maurice Strong, Opening Statement at the Rio Summit (1992)

All businesses today have a duty to consider the long-term sustainability of their operations and their impact on the planet. Everyone has job to do to make environmentally-smart choices.

Our approach

For Atea, caring about the environment is an extension of caring for our customers. We are all caretakers of our planet: each of us has a role to play in ensuring that growth is sustainable and that we act responsibly with what we make and use. Finding ways to reduce our impact on the environment while promoting responsible growth: both of these have been fundamental goals for Atea for many years.

Gold star rating and other third-party awards

During this review period, Atea was granted a gold CSR rating by EcoVadis. It is a significant achievement. EcoVadis is a highly respected evaluator of supplier sustainability. This achievement

ranks Atea in the top-5 percent of all suppliers evaluated under a collaborative platform that’s used by more than 30,000 companies today.

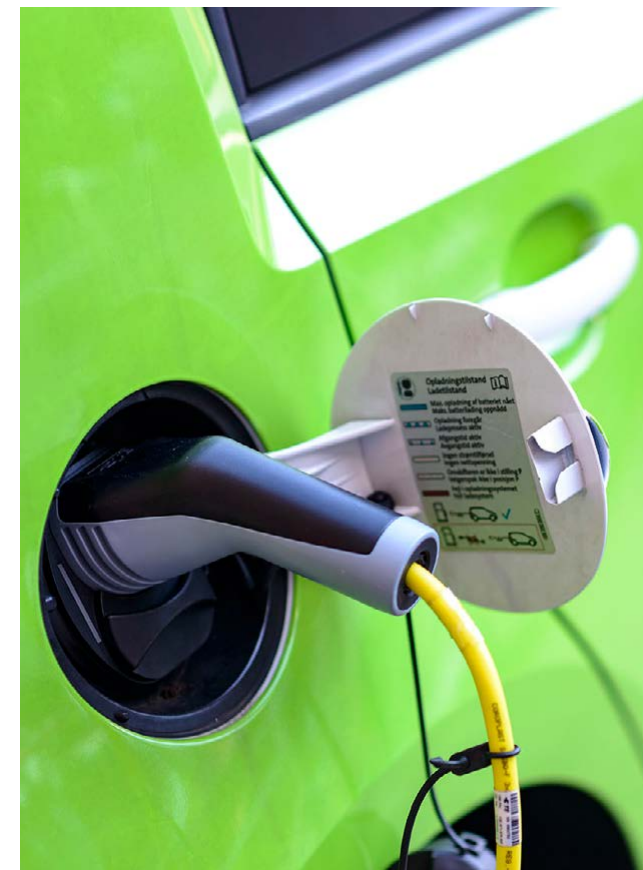
To rate and monitor supplier sustainability, EcoVadis assesses corporate social-responsibility performance covering 150 purchasing categories in 110 countries. Its detailed evaluation criteria includes: labor practices and human rights, environment, fair business practices and sustainable procurement.

Other third-party awards earned by Atea include Excellent Sustainable Supplier 2015 (Swedish Competition Authority), Green Role Model 2016 (Swedish NGO) and Climate prize 2014 (KTH).

New certification, new commitments, wider innovation

Atea has a corporate-wide ISO 14001 certification. This provides us with tools to manage our environmental responsibilities. Specifically, it focuses on environmental systems, as well as specific approaches: audits, corporate communications, labelling and lifecycle analysis, including the environmental challenges that arise from climate change.

Atea also gained tools and deeper insights in 2017 by becoming one of the first companies worldwide to join the Science Based Target Initiative: a joint project between the Carbon Disclosure Project, the World Resources Institute, the World Wide Fund for Nature, and the United Nations Global Compact. It champions



science-based target setting as a meaningful way of boosting a company's competitive advantage in the transition to a low-carbon economy.

In terms of wider innovation in 2017, Atea invested in increased use of renewable energy. This include taking action to significantly increase use electric cars and hybrids within the company's fleet. To support this effort, several sites have greatly expanded the number of charging posts available for these vehicles.

Also of note in 2017, Atea's in-house initiative—Game of Phones—was nominated as the best environmental initiative of the year. This initiative was in response to the fact that of the four million mobile phones sold annually in Sweden, only about ten percent of them are fully recycled, according to the Swedish Society for Nature Conservation. Through this fun game, participants learned more about the importance of device recycling and how easy it is to contribute to reducing CO₂ emissions.

Reducing CO₂

Atea focuses intensely on carbon-footprint reduction measures in its operations. This requires close collaboration with partners, suppliers and customers to minimize the impact of our products on the environment. To help everyone in its supply chain to make climate-smart choices, Atea works with customers and distributors to find efficient solutions to transporting goods. Atea also has



included environmental requirements in its corporate *Code of Conduct* to reduce the indirect carbon emissions caused by suppliers.

To monitor our emissions, a carbon footprint report is produced on a yearly basis, covering all of Atea's operations. It is based on the international standard [Greenhouse Gas Protocol](#). The GHG emission per revenue has decreased by 27% since 2007 while there was a slight increase in GHG emission per full-time employee (FTE). Looking on performance within last two years, the total GHG emission remained on same level despite the fact there was over 50% increase in electricity consumption in data centers mainly caused by development of server park in Atea Norway. Market-based emission has increased by 6% since 2017. However, Atea Group has purchased Guarantees of Origin (GoO) for 14 738 MWh of electricity consumed in 2017. This is 21% more

GoO purchased than in 2016. The electricity purchased with GoO is accounted for as zero emission. The rest of electricity is accounted for with Nordic mix residual emission factor. Atea has also received positive feedback on its reporting in this area: achieving good results on the Carbon Disclosure Leaders Index. Atea intends to improve further in this area.

Atea's environmental engagement is embedded in our company's *Code of Conduct*. The environmental goals we set are made for each of the country in which we operate and are renewed on a yearly basis. Online training on environmental issues is provided, and the company's environmental footprint is published on our intranet for all employees. Atea further contributes to reducing our environmental impact by compensating for our carbon footprint. We currently compensate for the remaining emissions from our largest customer event: Atea Bootcamp. This is equivalent to 150 tons of CO₂.

Reduce, reuse, expand

The best way to minimize the environmental impact of computer hardware is by extending the lifespan of components. That's why Atea created GoITloop: one of the largest reuse-and-recycle programs in the Nordic and Baltic regions today.

Conceived by Atea and originally designed for PCs, this recycling management system ensures complete or partial reuse of hardware, thus preventing a lot of materials from heading to landfill sites. Ensuring data security is a key component of this effort. That's why GoITloop's process includes a step in which all data stored on hardware devices is fully and permanently erased before those devices are refurbished. Before each refurbished product enters the market again, Atea ensures the extended lifecycle of the product.

The partners that are buying the refurbished products must adhere to strict conditions and standards on how they can use and resell devices under this program. These are outlined in a user agreement, which is enforced when signed.

Recycling initiatives based on the GoITloop concept are now in effect in all the countries Atea serves. Today, four of every five client or mobile devices collected through GoITloop gain a prolonged life with a new user.

In 2017, GoITloop was nominated for the Environmental Strategy Award in Sweden.



Q&A: GoTLoop in action

Give older IT equipment a new lease on life: GoTLoop makes it possible. It's Atea's modern, **proven solution for recycling and prolonging the use of IT products**. Discover more about how it works and how it benefits everyone.

In this Q&A, Daniel Norlin (Atea) explains how works:

Q Why should people recycle their IT equipment?

There are many great reasons. Most important of all, because it diverts IT equipment from landfills. As products are regularly updated in a workplace, there's a steady need for a solution to the problem of what to do with older equipment. That includes PCs, servers, network equipment, telephones and other hardware. We solve this by collecting the equipment, and ensuring that it's handled in a secure, environmentally-sustainable way.

Q What are the biggest advantages of GoTLoop?

Besides simplicity, GoTLoop gives you a detailed report on the environmental savings made from recycling by using this service. Another benefit is that we document all asset data on file. That's a big help to anyone on the security side, because it means you have instant information about which units have been discontinued. It helps with asset management, too, because it means you can track inventory and follow-up on where recycled units ended up.

Q Which trends can you see in terms of sustainable IT?

One of the clearest trends is the increasing interest in IT-related environmental issues. During the last two to three years, we have seen how these issues have ranked higher on the public policy agenda. During the last six months, we have also seen a surge of interest in questions of this type among our customers, which we appreciate.

Q What tips do you have on how to succeed with sustainable IT?

Here are some of my favorite tips on making sustainability work for everyone.

First, it must be easy to get it right. To be really successful in working with sustainable IT, it must be easier to get it right than to get it wrong. Anyone in a leadership position who works with issues of this type can make a big difference by creating good routines.

Second, have a policy. This is vital. Develop a policy with both short-term and long-term sustainability targets for the company, and also a description of when various types of IT equipment are to be recycled internally or discontinued from the company.

Third, communicate clearly and regularly. Formal or informal cooperation between the organization's IT management, and sustainability and personnel officers, can support the work of disseminating and anchoring the policy among users. Good anchoring of the policy in the company cannot be overvalued.

This is where computers and smartphones are given a second life.

Worldwide, hundreds of millions of computers, tablets and mobile phones are bought every year. More people want to help improve our environment and also boost their IT budgets by recycling and selling used IT products. We visited Atea Logistics, the biggest provider of configuration and recycling services in the Nordic region.

goit loop[®]



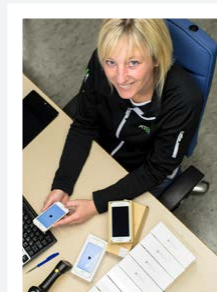
1 **GoTloop is how Atea** addresses the challenge of managing end-of-life IT products. There are various services here – known as loops – for recycling and sales. It all starts with an order at an Atea eSHOP.

2 **Your safe arrives and is filled**
Delivered to your office, this safe is where you put end-of-life equipment. After ten days, it is collected and transported to Atea Logistics in Växjö.



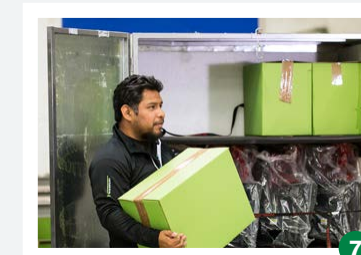
3 **Sorting**
At Atea Logistics in Växjö, tablets, smartphones, monitors, servers and computers are scanned, registered and sorted. Products that work and have a used value are forwarded to the sales group. A price list provides details on what each product is worth and how much will be paid. Unusable products are sent to Atea's subcontractors for crushing and recycling, and later turned into new products.

4 **ID removal**
David Thorell deletes all of the user information from products to be resold.



Hanna Salomonsson configures iPhones so new customers can start using these products right away.

7 **Advantages for everyone**
More and more IT departments are choosing to save time and by having Atea in Växjö configure new IT products when recycling old ones. One of the services involve supplying a safe full of new products which are configured and ready to use. The customer then fills this safe with the older products to be recycled and sold on. The circle is closed.



Edson Rodriguez fills a safe with new computers.

5 **Next**, Kristoffer Lundvall uses dry ice and high-pressure tools to remove ID labels, anti-theft tags and scratches.



6 **Secure transport**
Products to be recycled are transported securely to Atea's subcontractors. They are broken down further here and components are recycled.



Recycling on the rise

The number of people using Atea's GoTloop for recycling and sales has increased steadily for the past five years.

Of the 343,091 devices per year handled by Atea Logistics in Växjö:

- 55 percent are recycled and sold to schools, companies and organizations.
- 45 percent are scrapped and sent to subcontractors for recycling.
- From this scrap, 99.7 percent of the material is recycled and 0.3 percent is sent to landfill.
- 10,000 loops are managed.

The trend is clear: more people today realize the value of recycling. But security is equally important. GoTloop business developer Joachim Aronsson notes:

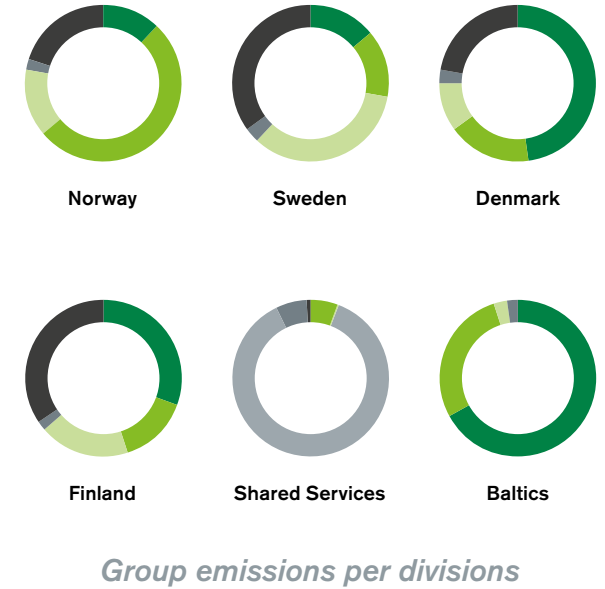
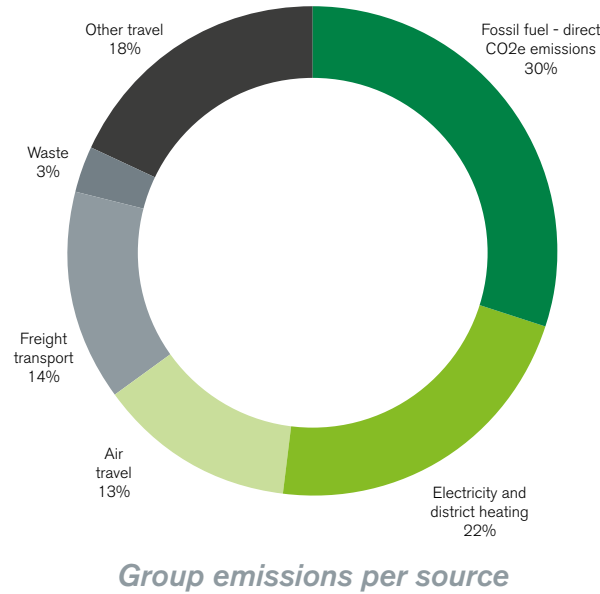
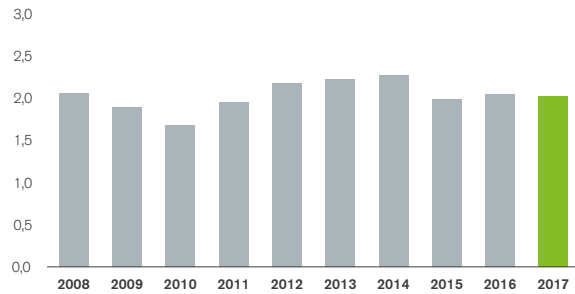
"Information falling into the wrong hands can have devastating consequences. Our customers feel secure in the knowledge that all of their data is deleted securely. We also make sure their hardware is dealt with in an eco-friendly way."

The true value of reused products is regularly underestimated. As Aronsson explains: "Customers often get a nice surprise when they see how much they get back after selling their used products."

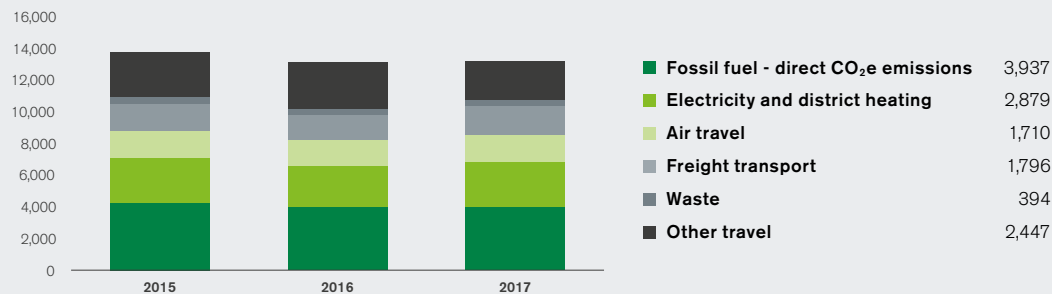
13,162

GHG emissions in tCO₂e

tCO₂e/FTE
2008 – 2017



Total annual tCO₂e by source
2007 – 2017



-27%

Reduced CO₂ per revenue since 2007 (Group level)

-1%

Reduced CO₂ per FTE since 2016

B

CDP Score

Find more information in our Carbon Footprint Report, available at atea.com/sustainability



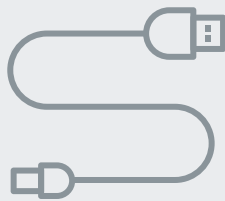
343,091

Units recycled/reused (2017)



521,941 kg

Total weight of units recycled



22,335 kg

Cables recycled



67,336 kg

Weight of screens recycled

16 PEACE, JUSTICE
AND STRONG
INSTITUTIONS



ETHICS & GOVERNANCE

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Ethics & governance



“The time is always right to do right.”

– Nelson Mandela

Ethics and governance are more than just principles and rules. They define the boundaries of what is right, what is acceptable and what is necessary in the actions and judgement of individuals who comprise a business.

They are important to Atea because they are matters of trust. As a company, our success depends on us earning and maintaining the trust of our customers, partners and shareholders. This trust depends on having all employees act in accordance with our company’s core values, work methods and ethical guidelines.

Responsible conduct

Promoting ethical conduct is the foundation of our approach to sustainability and corporate responsibility. Having previously revised our *Code of Conduct* in 2015—with all employees having completed compulsory training on this issue—governance routines were further strengthened throughout 2017.

During this period, Atea’s compliance officers conducted periodic testing and reviews of the company’s internal audits and anti-corruption monitoring systems. This is designed to demonstrate the importance of responsible conduct and management’s commitment to compliance in this area.

In 2017, Atea also made it easier for employees to confidentially raise concerns about potential violations by further enhancing its whistleblower hotline. This ensures that all Atea employees have the opportunity to confidentially raise concerns about potential violations of our *Code of Conduct*, of business ethics or of local laws.

Anti-bribery certification

In 2017, Atea’s Danish subsidiary was awarded the highest international anti-bribery certification: ISO 37001. We are one of the first companies globally to receive this certification.

To attain this, Atea Denmark completed an extensive audit conducted by Bureau Veritas Certification on its anti-bribery systems. Among the outcomes of this certification, Atea Denmark provides highly detailed disclosures of its business processes, procedures and work culture related to sales it conducts in both the public and private sectors.

The ISPO 37001 certification work was initiated in the wake of a police investigation into potential bribery by former Atea Denmark employees. This case remains before the court. Following the investigation, Atea has also undertaken a self-cleaning process in accordance with EU law. A summary of that process is found on [website](#).

ATEA’S CODE OF CONDUCT IN BRIEF

Our *Code of Conduct* sets the overall tone for how we conduct business. It includes our commitment to uphold the UN Global Compact Principles and to implement these principles throughout our business operation. It also contains our zero tolerance for corruption and bribery. All employees are required to complete the mandatory training related to the *Code of Conduct*, including an exam. All employees must sign an agreement to comply with the *Code* in their everyday work.

In brief: the Region Zealand Case in Denmark and Atea's response

On March 2, 2017, Atea Denmark was presented—as the legally responsible entity—with a formal prosecution (norsk: tiltale) of bribery and embezzlement, carried out by four former employees of the company between 2009 and 2014. These four individuals were employed by Atea Denmark at the time the actions took place. No current employees of Atea are charged or are under prosecution in connection with this case.

Earlier, in the summer of 2014, Morten Felding and Steinar Sønsteby—both newly appointed in their roles as CEO of Atea Denmark and CEO of Atea ASA respectively—were informed that former employees had made decisions, approved expenditures and conducted themselves in an unacceptable manner in conflict with Atea's internal regulations. These actions affected the client Region Zealand, which was notified. That marked the start of a comprehensive police investigation in Denmark. Since then, a number of public officials in Denmark have also been charged as a result of the police investigation into this case.

Danish court proceedings on this case began in October 2017. A verdict from that court is anticipated in May 2018.

Since Atea Denmark has gone through a self-cleaning process in accordance with EU legislation, any prosecution or verdict will not automatically exclude Atea Denmark from competing in public tenders in Denmark. A verdict against Atea Denmark will not have any legal consequences for Atea's business in other countries.

It is noteworthy that since the summer of 2015, Atea has implemented a series of measures:

- In accordance with EU anti-corruption and tendering legislation, Atea Denmark performed a thorough self-cleaning process;
- Atea Denmark undertook and received certification on anti-corruption (ISO 37001 Anti-Bribery Systems);
- The Atea Group established a thorough compliance system, including comprehensive control procedures;

- Atea's *Code of Conduct* has been updated and strengthened and all Atea employees are required to complete a training program in ethics and on understanding its Code;
- Atea's anonymous whistle-blower system has been strengthened for those who wish to report violations of the *Code of Conduct* or of relevant law;
- A compliance committee was established within Atea's Board of Directors;
- Atea's CFO, Robert Giori, was appointed as Group Compliance Officer; and
- All business units report on compliance quarterly to ensure governance systems are working as expected.



Data privacy

A digital society is a more transparent society. Digitalization also poses new threats of data privacy and online abuses. These are challenges that private and public entities need to continue to address. Since the internet is borderless, it's difficult to use a single legal framework to regulate behavior and protect citizens.

That's why companies need to take a principled stand on data privacy.

At Atea, we value the privacy of our customers. Our privacy specialists are devoted to supporting and maintaining that value in our internal procedures. Atea monitors regularly both our own infrastructure and internet activity for possible breaches. We also conduct employee-security education to improve awareness and to minimize incidents.

In 2017, Atea did not receive complaints from outside partners or from regulatory bodies concerning breaches of customer data. There were no identified leaks of customer data or privacy data during the review period.

We work in compliance with the national laws of the countries in which we operate, as well as with the [EU Directive 95/46/EC](#), and we are currently in the process of adapting our operations in accordance with [Regulation \(EU\) 2016/679](#), (formerly General Data Protection Regulation, GDPR).

By Q1 2018, Atea will be completely GDPR ready. That means we will have in place governance, processes, security shields, and control of personal information in our systems and services.

Q&A with, Jan Erik Isaksson, CISO

Q Why do both your management and stakeholders prioritize the compliance with the EU's new General Data Protection Regulation?

We want to be a responsible actor. And we always strive to follow laws and jurisdictions. We do this because we value the privacy of our customers. By March 2018, Atea will be GDPR ready. That means we will have in place governance, processes, security shields, control of personal information in our systems and services.

Q What is your key to success?

Knowledge and passion. We have a passion for IT and information security. And we aim to be early adopters of new technology and regulations.

Q What will happen next?

The GDPR project will during March 2018 be moved from project to governance and be internally audited to control and fine-tune processes and organization.

Ensuring compliance

Employee compliance is an important component of Atea's *Code of Conduct*. Atea accomplishes this through its established compliance organization.

Created in 2015, it reports directly to the Board of Directors. Group and local Compliance Officers have been appointed across the company. These in turn report directly to the Board's compliance committee and to the Board itself.

Reports and surveys on compliance issues are conducted on a quarterly basis, or more frequently if circumstances require. All employees, including Compliance Officers, must participate in training, demonstrate knowledge of the Code and sign a document indicating they will abide by it. The compliance organization routinely follows-up on matters pertaining to the *Code of Conduct*. This serves to promote ethical behavior, internal control and corporate social responsibility.















INDEX







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GRI Content Index

GRI 102: GRI Topic-specific disclosures	Name of disclosure	SDGs	Page in this report	Atea Policies and Guidelines	Omissions/Comments
Organizational profile					
GRI 102-1	Name of the organization		1, 7		
GRI 102-2	Primary brands, products and/or services		7		
GRI 102-3	Location of organization's headquarters		7		
GRI 102-4	Country where the organization operates		7		
GRI 102-5	Nature of ownership and legal form		7		
GRI 102-6	Markets served		7		
GRI 102-7	Scale of the organization		7, 19		
GRI 102-8	Total workforce		19		
GRI 102-9	Organization's supply chain description		28		
GRI 102-10	Significant changes to the organization and its supply chain				No significant changes during 2017
GRI 102-11	Precautionary Principle or approach		AR , page 39-41		
GRI-102-12	List external initiatives		4, 9	<i>Code of Conduct</i>	
GRI 102-13	List membership of associations		9		
Strategy					
GRI 102-14	Statement from senior decision-maker		4		
Ethics & Integrity					
GRI 102-16	Values, principles, standards and norms of behavior		18, 43		
Governance					
GRI 102-18	Governance structure		AR , page 94		

GRI 102: GRI Topic-specific disclosures	Name of disclosure	SDGs	Page in this report	Atea Policies and Guidelines	Omissions/Comments
Stakeholder engagement					
GRI 102-40	List of stakeholder groups		9		
GRI 102-41	Collective bargain agreement		11		Approximately 90 percent of our employees are covered by collective bargaining agreements and/or universally binding collective agreements
GRI 102-42	Identifying and selecting stakeholders		9		
GRI 102-43	Approach to stakeholder engagement		9		
GRI 102-44	Key topics and concerns raised		9		
Reporting practice					
GRI 102-45	Entities included in the consolidated financial statements		58, AR , page 54		
GRI 102-46	Defining report content and topic Boundaries		9		
GRI 102-47	List of material topics		11		
GRI 102-48	Restatements of information				No restatements
GRI 102-49	Changes in reporting		11		We calibrated our materiality assessment based on the stakeholder survey. We added two new materiality topics during 2016: Diversity and equal opportunity for Atea's employees as well as reduction of greenhouse gas emissions within Atea's own operations
GRI 102-50	Reporting period		2		Calendar year
GRI 102-51	Date of most recent report		2		15.03.2017
GRI 102-52	Reporting cycle		2		Annual
GRI 102-53	Contact point for questions regarding the report				Andreas Rydell, Group Sustainability Officer andreas.rydell@atea.com
GRI 102-54	Claims of reporting in accordance of GRI Standards		2		This report has been prepared in accordance with the GRI Standards: Core option
GRI 102-55	GRI Content Index		48		

GRI 102: GRI Topic-specific disclosures	Name of disclosure	SDGs	Page in this report	Atea Policies and Guidelines	Omissions/Comments
Ethics & Governance					
GRI 205: Anti-Corruption 2017					
GRI 103: Management Approach			56		
GRI 205-1	Total number and percentage of operations assessed for risks related to corruption and the significant risks identified		43	<i>Code of Conduct</i>	
GRI 205-2	Communication and training on anti-corruption policies and procedures		43	<i>Code of Conduct</i>	
GRI 205-3	Confirmed incidents of corruption and actions taken		43	<i>Code of Conduct</i>	
GRI 418: Customer privacy 2017					
GRI 103: Management approach			56		
GRI 418-1	Total number of substantiated complaints regarding breaches of customer privacy and losses of customer data		45		
Environment					
GRI 305: Emissions 2017					
GRI 103: Management approach			55		
GRI 305-1	Direct greenhouse gas (GHG) emissions (scope 1)	 	40	Carbon Footprint Report	For more information, see our Carbon Footprint Report
GRI 305-2	Energy indirect greenhouse gas (GHG) emissions (scope 2)	 	40	Carbon Footprint Report	For more information, see our Carbon Footprint Report
GRI 305-3	Other indirect greenhouse gas (GHG) emissions (scope 3)	 	40	Carbon Footprint Report	For more information, see our Carbon Footprint Report
GRI 305-5	Reduction of greenhouse gas (GHG) emissions	 	40	Carbon Footprint Report	For more information, see our Carbon Footprint Report

GRI 102: GRI Topic-specific disclosures	Name of disclosure	SDGs	Page in this report	Atea Policies and Guidelines	Omissions/Comments
People					
GRI 403: Occupational Health & Safety					
GRI 103: Management approach			52		
GRI 403-2	Type of injury and rates of injury, occupational diseases, lost days, and absenteeism, and total number of work-related fatalities, by region and by gender		18, 19		
GRI 405: Diversity & Equal opportunity 2017					
GRI 103: Management Approach			52		
GRI 405-1	Composition of governance bodies and breakdown of employees per employee category according to gender, age group and other indicators of diversity		19	Supplier Code of Conduct Diversity policy	
Responsible sourcing					
GRI 308: Supplier environmental assessment 2017					
GRI 103: Management approach			54		
GRI 308-1	Percentage of new suppliers that were screened using environmental criteria		31	Supplier Code of Conduct	
GRI 308-2	Significant actual and potential negative environmental impacts in the supply chain and actions taken		31	Supplier Code of Conduct	
GRI 408: Child Labor 2017					
GRI 103: Management approach			54		
GRI 408-1	Operations and suppliers identified as having significant risk for incidents of child labor, and measures taken to contribute to the effective abolition of child labor		31	Supplier Code of Conduct	
GRI 409: Forced or compulsory labor 2017					
GRI 103: Management approach			54		
GRI 409-1	Operations and suppliers identified as having significant risk for incidents of forced or compulsory labor, and measures to contribute to the elimination of all forms of forced or compulsory labor		31	Supplier Code of Conduct	
GRI 414: Supplier social assessment 2016					
GRI 103: Management approach			54		
GRI 414-1	Report the percentage of new suppliers that were screened using criteria for impacts on society	 	31	Supplier Code of Conduct	
GRI 414-2	Significant actual and potential negative impacts on society in the supply chain and actions taken	 	31	Supplier Code of Conduct	

Management Approach of Disclosures

Why are they material?

Explanation of the material topic and its boundary

At Atea, we are aware that our company's long-term success is dependent on recruiting skilled IT professionals, and providing our employees with a work environment in which they can develop and contribute their talents. This work environment and culture is central to Atea's vision of being "The Place to Be" where we value gender equality, skills development as well as health and safety. By investing in our employees, we can contribute to their well-being, which in turn increases the overall performance of the company.

How are they managed?

The management approach and its components

The HR Manager in each country is responsible for the people function at Atea. The Atea's Compliance Committee and the whistle-blower function acts as the grievance mechanism for Atea's employees.

Diversity & Inclusivity

Atea prevents discrimination as prescribed in the Anti-Discrimination Act and it is our policy not to discriminate against any employee because of age, race, religion, color, sex, disability, national origin or sexual orientation. We follow the Norwegian law to have at least 40 percent of women in the Board of the company. We also encourage more women to work in the IT industry by arranging activities to promote gender balance. We invest in integration projects by matching people that have attained asylum in the job market. The goals for 2017 regarding diversity & inclusion is to increase the amount of female employees as well as contribute to a more diverse workforce.

Professional Development

Atea has a strong learning culture and our employees are offered training in management and IT infrastructure topics, on a regular basis. An introduction program has been implemented in every country to quickly integrate new employees. All employees are required to successfully complete an examination on Atea's *Code of Conduct*, and sign a confirmation that they will comply with the Code.

Health & Safety

Our approach of managing the health and safety issues is to make sure that the working conditions meet or exceed the legal requirements of the countries in which we operate and the conventions of the UN Global Compact and ILO. Hazards are identified and monitored to prevent accidents and occupational illness, and guidelines for the workplace are monitored to ensure a healthy and safe environment.

How are they monitored?

Evaluation of the management approach

- We follow up absence due to illness as well as risk of occupational injury on a yearly basis.
- Employee surveys, and goal and development interviews with employees, are held regularly in each country.
- We follow up people data relating to diversity and inclusivity regularly.

Results 2017

- In 2017, we started several integration & inclusivity projects in all countries in order to increase the diversity at the Group. More information can be attained in our Sustainability Report.
- Activities related to the professional development of our employees that have taken place during 2017 are:
 - 100 percent of our employees have successfully completed an examination on Atea's *Code of Conduct*, and have signed a confirmation that they will comply with the *Code*.
 - In 2017, there were no occupational injuries resulting in absence.

People

Management Approach of Disclosures

Society

Why are they material?

Explanation of the material topic and its boundary

Digitalization

At Atea, we aim to build the future with IT. By pursuing this mission, we believe that Atea can make a positive contribution to society, as information technology improves productivity and living standards across society. We have seen a rapid expansion of "Internet of Things" (IoT) solutions where technology solutions could increase public safety, enhance resource management, and sustain the environment.

However, there is still a large portion of the world's population that lives in poverty without access to technology. At Atea, we believe that the access to technology can help both people and societies to reach their potential. Atea's response is to do what we do best: create innovative digital solutions in for example the health care sector or providing schools with digital tools. Both positive environmental and social impacts is thus possible through our offer.

Charity engagements

Atea recognizes that we live in a global world where everything is interconnected. Hence, the company supports several organizations and also carries out its own projects to collect donations.

How are they managed?

The management approach and its components

Digitalization

We have regular dialogues with our strategic partners in order to gain insights of new digital trends and solutions. In addition, we conduct benchmarks and we have the recruited IT specialists within the area. The country CEO is responsible for Atea's work within digitalization. In 2017, our goal is to develop new projects and start collaborations within the digital arena.

Charity engagements

Every country is responsible for their own charity projects. The goal for 2017 is to both implement an overall sustainability strategy and policy for the group as well as connect the charity engagement with our engagement with the SDGs.

How are they monitored?

Evaluation of the management approach

Digitalization

Every product and services area follow up their digital collaborations and projects.

Charity engagements

We follow up our societal efforts on an annually basis where every country needs to report on what they have done during the year.

Results 2017

Digitalization

- In 2017, we collaborated in several interesting digitalization projects. More information can be attained in the sustainability report and/or national websites.

Charity engagements

- More information can be attained in the sustainability report and/or national websites.
- In 2016, Atea Sweden was ranked as one of the leading companies working with children's rights by the Global Child Forum in the report "The Corporate Sector and Children's Right in the Nordic Region" in which 300 companies were assessed.

Management Approach of Disclosures

Why are they material?

Explanation of the material topic and its boundary

How are they managed?

The management approach and its components

How are they monitored?

Evaluation of the management approach

Results 2017

Responsible sourcing

Responsible Sourcing

Our suppliers operate in some of the highest risk countries in the world, we therefore work to continuously improve conditions in these locations. Our supply chain is complex and involves many steps. It is a challenge to have full control of working conditions, including excessive working hours, violations of freely-chosen employment, the existence of child labor, environmental pollution and business ethics. Nevertheless, we remain committed to being at the forefront of ethical and sustainable production.

Responsible sourcing of minerals remains one of the key challenges for the electronics and other industries – as increasing global demand, coupled with poor governance, poverty and sometimes outright conflict in the regions where minerals are extracted, exacerbate the potential for human rights abuses. Due diligence on conflict minerals is an integral part of Atea supply chain sustainability program, although we recognize the challenges involved in assessing how impacts are handled several layers into the supply chain. In line with the OECD guidelines for responsible mining from conflict affected areas, we have identified the Original Equipment manufacturers – our suppliers – as the key point in our supply chain where we should focus our traceability and due diligence activities.

Responsible Sourcing

Our strategy is embedded in Atea's *Code of Conduct*, which sets out that our suppliers shall deliver goods manufactured in accordance with the RBA *Code of Conduct* – the industry standard supported by more than 110 member companies and over 6,000 suppliers. We have adopted the RBA code as our *Supplier Code of Conduct*. All new suppliers and existing suppliers of commercial relevance are assessed on their compliance with and adherence to the Code. When joining the RBA, we also joined the Conflict Free Sourcing Initiative – which is dedicated to auditing and certifying smelters that work with conflict minerals, to strengthen our due diligence and keep abreast progress upstream in our supply chain.

Responsible Sourcing

We assess our partners against their commitment to upholding the RBA Code in their own operations and supply chain; against the maturity of their management system; and against the level of transparency reached in documenting their efforts. We leverage the tools and processes developed by RBA, of which Atea became a member in May 2016, to facilitate the assessment.

Where specific risks are found, suppliers are followed-up through dialogue and documentation gathering. This may involve an assessment of relevant sub-suppliers' documentation of sub-suppliers as well as site-visits and audits.

A corrective action plan is formulated depending on the severity of eventual issues found. If risk reduction measures were to be found inadequate, or if major breaches against social and ethical demands occur and are not addressed within agreed timeframes, the business relation could be terminated completely.

Responsible Sourcing

- In May 2016, we became a member of the Electronic Industry Citizenship Coalition (RBA).
- During 2017, we exceeded our target of assessing 90 percent of spend, which also exceeds the RBA membership compliance requirements.
- In 2017, we instigated follow-ups of four suppliers where Atea had identified room for improvement in terms of transparency and willingness to engage. Three out of the four follow-ups conducted during the year resulted in the suppliers reaching Atea's minimum standards and follow-up is still ongoing for the remaining supplier.
- The RBA merged the two initiatives—CFSI (Conflict-Free Sourcing Initiative) and RRMI (Responsible Raw Materials Initiative)—to create the Responsible Minerals Initiative (RMI). As a founding member of this initiative, Atea assisted in shaping the direction of the RMI.

Management Approach of Disclosures

Why are they material?

Explanation of the material topic and its boundary

How are they managed?

The management approach and its components

How are they monitored?

Evaluation of the management approach

Results 2017

Environment

Environment

Atea recognizes the impact our operations have on the environment and we are determined to take the necessary actions to reduce our impact. This impact occurs at every stage of our product's lifecycle and not only inside our business. Therefore, Atea is increasingly cooperating with our suppliers, partners and customers on how to minimize the damage caused by our products, and also to inspire them to make responsible and climate-smart choices.

Environment

Our environmental engagement is embedded in Atea's *Code of Conduct*, and environmental goals are created on a geographical basis for each country on a yearly basis. All countries are ISO14001-approved, which requires mandatory training for all Atea's employees on these matters. The environmental manager in each country has the overall responsibility for the environmental function at Atea.

Since a big part of our CO₂ footprint derives from logistics, we have a close dialogue with the distribution companies with which we collaborate regarding more efficient and more environmentally friendly alternatives for transport. In addition, our ambition is to reduce our CO₂ emissions by 50 percent by 2020, which is one of the toughest climate targets in the industry. For Atea, it is important to be a leading example for other companies. We currently compensate for the remaining emissions from our largest customer event Atea Bootcamp, which is equivalent to 144 tons of CO₂. Atea also carbon offsets for the Swedish customer magazine, *Tomorrow*.

In 2017, we joined the Science based targets initiative and will set our target in 2018.

Environment

We review and follow up our emissions regularly in order to be on track. In order to monitor our emissions, a carbon footprint report is produced on a yearly basis, covering all of Atea's operations. The report is based on the international standard Greenhouse Gas Protocol (GGP). Atea has also received acknowledgement for good results on the Carbon Disclosure Leaders Index (CDP): a position Atea will strive to improve further.

Environment

- We have achieved a reduction of 27 percent CO₂ on a Group level since 2007.
- During 2017, we have carbon compensated for 150 ton CO₂.
- Achieved CDP Score B during 2017.

Recycling

In addition, there are several social and environmental risks present in the downstream value chain for electronic products. Today, far too many devices from the ICT-industry end up in heavily polluted waste dumpsites in developing countries. Atea believe that the best way for us to minimize the environmental impact of our IT equipment is by extending their lifespan through complete or partial reuse, or by ensuring further use.

Recycling

Our GoITloop concept promotes relocation, reuse and recycling of electronic products in a responsible manner. GoITloop is now the leading recycling concept for IT equipment in the Nordic and Baltic region, with a capacity of approximately 377,922 units per year. All our activities are ISO 14001-approved. Atea Logistics has the responsibility of the recycling function at Atea.

Recycling

Atea receives regular statistics of amount of recycled units in GoITloop, and is thus able to monitor and follow-up as well as constantly improve the process.

Recycling

- During 2017, Atea's concept GoITloop recycled 343,091 units.
- Atea's in-house initiative—Game of Phones—was nominated as the best environmental initiative of the year.

Management Approach of Disclosures

Ethics & governance

Why are they material?

Explanation of the material topic and its boundary

Anti-Corruption & Bribery

Atea takes an absolute zero-tolerance approach to bribery and corruption and we are committed to conducting our business in an honest and ethical manner. This message is enforced by the Board of Directors, CEO and Group Executive Management. The success of our company depends on the trust of its customers and stakeholders. This trust in turn depends on its employees acting in accordance with the company's core values, work methods and ethical guidelines. A strong code of ethical and professional conduct must be the foundation upon which Atea is built.

Data privacy

At Atea, we also value the privacy of our customers and our privacy specialists are devoted to maintaining our internal procedures and processes to protect the privacy of the people who use our products. As a responsible IT company, we are aware that we have a direct impact on our customer's privacy and we have therefore developed a robust program that will be further improved in 2018.

How are they managed?

The management approach and its components

Anti-Corruption & Bribery

We have updated our *Code of Conduct* and focused on internal communication and training of the employees on these issues. We have among other things sharpened our control routines regarding expenses and customer events to ensure that they are in compliance with the law and with good business practice.

Atea has an anti-bribery and corruption program. Back in 2015, it became mandatory for all employed staff to conduct the training in anti-corruption when joining Atea. The responsibility for the anti-corruption function is the Group Sustainability Officer of the group. In 2017 Atea's Danish subsidiary was awarded the highest international anti-bribery certification: ISO 37001. We aim at ensuring ISO 37-compliance in 2018 in other countries within the group, including key elements from U.S. Sentencing Guidelines and the UK *Bribery Act Adequate Procedures*.

Data privacy

We work in compliance with national laws of the countries in which we operate, as well as with the EU Directive 95/46/EC. We are currently also in the process of adapting our operations in accordance to the new EU General Data Protection Regulation, which will come into effect during the spring of 2018. In 2017 Atea has been running a global project to be GDPR ready which includes enhanced logging and follow-up on personal data including customer data which will enhance the security. Further goals for 2017 is to carry out data security training for Atea's employees. The responsibility for the data security program is the chief information security officer at the Atea Group.

How are they monitored?

Evaluation of the management approach

Anti-Corruption & Bribery

All employees are required to complete a training related to the *Code of Conduct* which is finalized with an exam. Furthermore, all employees must sign an agreement to comply with the *Code* in their every day work.

The compliance organization was established during 2015, which reports directly to the Board of Directors. Both Group and Local Compliance Officers have been appointed across the company. These in turn report directly to the Board's compliance committee, and into the Board itself. Reports and surveys on compliance issues are conducted throughout the organization quarterly, or more frequently if circumstances requires. The compliance organization routinely follows-up on matters pertaining to the *Code of Conduct*, and its effectiveness in promoting ethical behavior, internal control, and corporate social responsibility. In addition, internal as well as external audits are carried out in each country.

Data privacy

Atea monitors both our own infrastructure and the internet regularly for possible breaches and works organized with employee security education to improve awareness and to minimize incidents.

Results 2017

Anti-Corruption & Bribery

- Atea has during 2017 begun to implement an anti-bribery and corruption (ABC) program.
- SO 37001 certification (anti-bribery) for Atea Denmark
- 100 percent of our employees have successfully completed an examination on Atea's Code of Conduct, and have signed a confirmation that they will comply with the *Code*.

Data privacy

- There has been zero identified leaks of customer data or privacy data during 2017.
- During 2017, Atea launched a pilot training program in data security in Sweden and Norway and Atea is looking into the opportunity to implement this training in all countries.
- Atea will be GDPR ready by April 2018.

Communication on Progress

This 2017 Corporate Sustainability Report, signed by our CEO—together with the information about sustainability found on Atea’s webpages—serves as our **Communication on Progress**. Our self-assessment work to that end has been submitted on the UN Global Compact website.

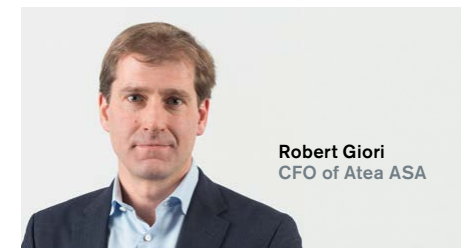
Area	Principle	In this report	Atea Policies & Guidelines
Human Rights	1. Businesses should support and respect the protection of internationally proclaimed human rights.	Page 9, 10, 23	• <i>Code of Conduct</i>
	2. Businesses should make sure that they are not complicit in human rights abuses.	Page 23, 24	
Labor Rights	3. Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.	Page 14	• <i>Code of Conduct</i> • Supplier due diligence
	4. Businesses should uphold the elimination of all forms of forced and compulsory labor.	Page 23	
	5. Businesses should uphold the effective abolition of child labor.	Page 23	
	6. Businesses should uphold the elimination of discrimination in respect of employment and occupation.	Page 15	
Environment	7. Businesses should support a precautionary approach to environmental challenges.	Page 36	• <i>Code of Conduct</i> • Environmental policies
	8. Businesses should undertake initiatives to promote greater environmental responsibility.	Page 36, 39, 40	
	9. Businesses should encourage the development and diffusion of environmentally friendly technologies.	Page 39, 40	
Anti-corruption	10. Businesses should work against corruption in all forms, including extortion and bribery .	Page 18, 19, 20	• <i>Code of Conduct</i> • Governance documents for the companies in the Atea Group (including Ethical Guidelines)

Atea supports the UN Global Compact and its 10 principles in the areas of human rights, labor rights, environment and anti-corruption. We operationalize the principles through guidelines, policies, reporting and internal/external trainings and seminars.

Key Figures Group (2013-2017)

Atea's objective is to provide a competitive long-term return for shareholders, relative to the underlying risk of the company's operations.

NOK in million (unless stated otherwise)	2013	2014	2015	2016	2017
Revenue	22,096	24,588	27,904	31,188	32,438
Gross Profit	5,320	5,717	6,403	6,939	7,218
Gross margin (%)	24.1	23.3	22.9	22.2	22.3
Operating profit (EBIT)	355	584	514	677	799
EBIT-margin (%)	1.6	2.4	1.8	2.2	2.5
Earnings per share (NOK)	3.33	4.14	3.76	4.87	5.10
Diluted earnings per share (NOK)	3.31	4.10	3.71	4.80	5.00
Dividend per share (NOK)	9.50	6.00	6.50	6.50	6.50
Net financial position	-419	-829	-750	-350	102
Cash flow from operations	874	959	1,287	1,404	1,238
Liquidity reserve	1,326	1,628	1,573	2,362	3,040
Equity ratio (%)	31.6	28.1	25.3	23.8	22.6
Number of full-time employees at the year end	6,280	6,504	6,779	6,882	6,904

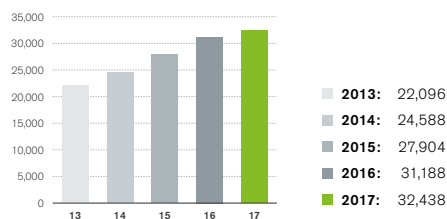


Robert Giori
CFO of Atea ASA

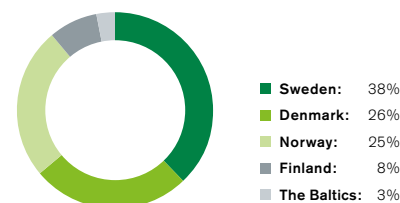
Robert Giori joined Atea as Chief Financial Officer in 2014. He has extensive experience in financial management for public companies within the IT industry. Prior to joining Atea, Robert spent over five years as Chief Financial Officer of Nordic Semiconductor ASA. He has also worked as Chief Financial Officer of TeleComputing ASA and as Finance Director for Dell's operations in Norway. In addition, he has previously been a consultant with McKinsey & Company.

Robert Giori has an MBA from Harvard University and a Bachelor degree from Stanford University. He has completed the Certified Public Accountant (CPA), Certified Management Accountant (CMA) and Chartered Financial Analyst (CFA) examinations in the United States.

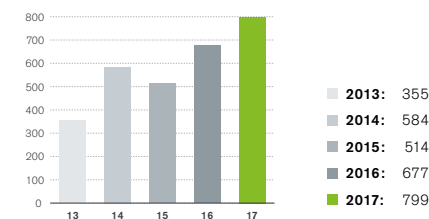
Revenue
2013 – 2017 (NOK in million)



Revenue per country
2017



EBIT
2013 – 2017 (NOK in million)



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THE PLACE TO BE

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ATEA

2016 - 2018																	
Emne	Måned												Beskrivelse	Form	Resultat	Ansvarlig	
	1	2	3	4	5	6	7	8	9	10	11	12					
Compliance organisation DK																	
Direktionsmøde, Compliance officer redegør for udvikling og igangværende processer, monitoreringer og kontroller.	x			x			x			x				Der rapporteres i forhold til monitorering. Der diskuteres evalueringer og oplæg til udvikling	Skriftlig fremstilling i henhold til Skabelon herfor.	Opsamling i rapport til Compliance Comitee.	Compliance manager (Legal)
Kvartalsrapport til Compliance Comitee		x			x			x				x		Der afleveres rapportering i henhold til Charter	Skriftlig fremstilling i henhold til Skabelon herfor	Til godkendelse og evaluering af status	CFO DK
Monitorering og kontrol																	
1 Sponsorater							x							Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
2 Gaver			x							x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
3 Repræsentation	x			x			x			x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
4 Kunde-events					x							x		Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
5 Udlandsrejser					x							x		Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
6 Offentlige udbud				x						x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
7 Koncepter			x							x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
8 Udtalelser og referencer													x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
9 Konference talere													x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer

10	Donationer				x													Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
11	Netværksgrupper & Erfagrupper	x								x								Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
12	Cykelevents (3 samlinger)										x							Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
13	Egenbetalinger										x							Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
14	Rabatter og særlige prismodeller				x							x						Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
15	Vareprøver – demovarer					x							x					Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
16	Tredieparter som kan agere på vegne						x							x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
17	Ansættelsesprocedurer	x												x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer
Udvikling af Compliance regime																					
	Evaluering af risikopunkter	x																På baggrund af årets monitoreringer evalueres de enkelte risici.	SWAT -analyse af de enkelte risici på baggrund af findings	Fastslå om de enkelte risici punkter skal udbygges eller terineres	Compliance manager (Legal)
	Risikobeskrivelser	x																Opdateringer af risikobeskrivelser og processer	Der benyttes proces for gennemgang af hvert enkelt område på baggrund af rapporter og eventuelle findings	Sikring af at de er de "rigtige" risici der monitoreres. Sikring af at Compliance fortløbende er top of mind i alle relevante situationer.	Compliance officer

Mia Petersen

From: Mia Petersen
Sent: 2. august 2018 15:02
To: Jacob Larsen
Subject: Udtræk til leverandør arrangement Marts 2018

Hej Jacob

Beklager at jeg undersøger det hele på én gang. Har du tidligere fremsendt udtræk til Mia og Palle på denne? Vil du sende det til mig?

Med venlig hilsen / Best regards

ATEA

Mia Petersen
Legal Consultant

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Vi bygger Danmark med it

Sammen med vores kunder og samarbejdspartnere bygger vi et digitalt Danmark, vi kan være stolte af. Vi leverer skræddersyede it-løsninger, der fremtidssikrer og skaber værdi for vores kunders forretning. Vi gør det, fordi vi tror på, at it er og bliver den væsentligste drivkraft bag Danmarks succes. Med vores mere end 1500 medarbejdere har vi en stærk lokal tilstedeværelse med afdelinger fordelt over hele Danmark. Atea Danmark har den højeste internationale antistestningscertificering; ISO 37001. Atea-koncernen er repræsenteret i hele Norden og Baltikum og noteret på Oslo Børs.

Risiko nr.	Monitorering og kontrol	Jan	Feb	Mar	Apr	Maj	Jun	Jul	Aug	Sep	Okt	Nov	Dec	Kvartal 1	Kvartal 2	Kvartal 3	Kvartal 4	Kommentar
1	Sponsorater							x						n/a	n/a	i gang	n/a	Q3 Udtræk modtaget, igangsættes snarest
2	Gaver						x						x	n/a	i gang	n/a	no	Q2 - stikprøve Udtræk sendt til Jakob
3	Repræsentation	x			x			x			x			yes	yes	i gang	no	Q3 - udtræk modtaget
4	Kunde-events					x						x		n/a	i gang	n/a	no	Q2 - Stikprøve Udtræk sendt til Jakob
5	Udlandsrejser					x						x		n/a	i gang	n/a	no	Q2 - efterspurgt udtræk
6	Offentlige udbud		x						x					Yes	n/a	no	n/a	Q1 Rapport udarbejdet, mangler godkendelse. Q3 tager vi bagefter
9	Konference talere												x	n/a	n/a	n/a	no	
10	Donationer							x						n/a	n/a	i gang	n/a	Monitoreres sammen med Sponsorater
13	Leverandørrangementer			x						x				i gang	n/a	no	n/a	
14	Rabatter og særlige prismodeller				x						x			n/a	i gang	n/a	no	Q2 - Stikprøve Udtræk sendt til Jakob
15	Vareprøver – demovarer				x						x			n/a	i gang	n/a	no	Q2 - skal mødes med Sarah Jahving
16	Tredieparter som kan agere på vegne af Atea						x						x	n/a	no	n/a	no	Q2 - Denne skal jeg bruge mere tid, før jeg kan sætte mig ind i - Kim travleses
17	Ansættelsesprocedurer			x						x				i gang	n/a	no	n/a	Q1 - Udtræk modtaget, process skal i gang
18	Leverancer i udlandet											x		n/a	n/a	n/a	no	
-	Afsluttet	1	1	2	3	2	2	3	1	2	3	2	3	i gang	no	no	no	

Overskrift	Årshjul	Jan	Feb	Mar	Apr	Maj	Jun	Jul	Aug	Sep	Okt	Nov	Dec	Q1	Q2	Q3	Q4	Kommentarer
Udvikling af Compliance programmet	Evaluering af risikopunkter	x												yes	n/a	n/a	n/a	Mangler godkendelse
	Markant ændring af forretningsgangen - internt/ekstern	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	yes				
	Compliance Advisory Board		x						x					yes	n/a	No	n/a	
	ISO certificering											x		n/a	n/a	n/a	no	
	Risikobeskrivelser	x												Yes	n/a	n/a	n/a	
Compliance funktion	Evaluering af Compliance Officer rolle af Top Management (CFO)						x							n/a	yes	n/a	n/a	
	Audit af organisationens Anti-Bribery Management System			x						x				yes	n/a	no	n/a	
Compliance i organisationen	Uddannelse af medarbejdere i organisationen								x					n/a	n/a	i gang	n/a	Udskudt til August, datoer: 2* 20 august, 2 * 21 august, 1 * 22 august, 1*23 august, 1*28 august, 3*29 august
-	Afsluttet													yes	yes	no	no	

Status monitorering

Måned	Risikoord Side	Monitoreringsperiode	Status	Deadline	Aflever	Udset VJ
2016	Maj	Kundeevents		November 2015 - April 2016		X
2016	Maj	Udvalgte projekter		November 2015 - April 2016		X
2016	Maj	Virksomheder og Demovater		November 2015 - April 2016		X
2016	Juni	Tredjeparter		December 2015 - Maj 2016		X
2016	Juli	Sponsorater		Juli 2016 - Juni 2018		X
2016	Juli	Repræsentation		April 2016 - Juni 2016		X
2016	Aug	Ansatte		Februar 2016 - Juli 2016		X
2016	Aug	Hvertik & ERFA		Februar 2016 - Juli 2016		X
2016	Sep	Koncepter		Marts 2016 - August 2016		X
2016	Sep	Egenbetaling		Marts 2016 - August 2016		X
2016	Sep	Gaver		Marts 2016 - August 2016		X
2016	Sep	Udvalgte projekter og Referencer		September 2015 - August 2016		X
2016	Sep	Cyberevents		September 2015 - August 2016		X
2016	Ok	Rabatter og særlige prismodeller		April 2016 - September 2016		X
2016	Ok	Offentlige udbud		April 2016 - September 2016		X
2016	Ok	Repræsentation		Juli 2016 - September 2016		X
2016	Nov	Kundeevents		Maj 2016 - Oktober 2016		X
2016	Nov	Udvalgte projekter		Maj 2016 - Oktober 2016		X
2016	Nov	Virksomheder og Demovater		Maj 2016 - Oktober 2016		X
2016	Dec	Konferencer		Juni 2016 - November 2016		X
2016	Dec	Tredjeparter		Juni 2016 - November 2016		X
2017	Jan	Repræsentation		Oktober 2016 - December 2016		X
2017	Feb	Offentlige udbud		August 2016 - Januar 2017		X
2017	Feb	Netværk og Erfaringsgrupper		August 2016 - Januar 2017		X
2017	Marts	Ansatteprocedurer		September 2016 - Februar 2017		X
2017	Marts	Koncepter		September 2016 - Februar 2017		X
2017	Marts	Levingsstrategier		September 2016 - Februar 2017		X

17 august
2.4

År	Måned	Prosjekt/aktivitet	Konkurransesjokolade	Sjans	Debutline	Årsavslutt	Løst på
2017	APRIL	Rekrutterasjon	Januar 2017 - Mars 2017				X
2017	APRIL	Rabatter og særlige rabatter	Oktober 2016 - Mars 2017				X
2017	APRIL	Varenytt & Demovarer	Oktober 2016 - Mars 2017				X
2017	MAY	Konferenst	November 2016 - April 2017				X
2017	MAY	Utbedringer	November 2016 - April 2017				X
2017	JUNI	Agora	Overens 2016 - Maj 2017				X
2017	JUNI	Freidigheter	Desember 2016 - Maj 2017				X
2017	JUNI	Donasjoner	Juni 2016 - Juni 2017				X
2017	JULI	Sponsorer og Donasjoner	Juli 2016 - Juli 2017				X
2017	JULI	Rekrutterasjon	April 2017 - Juni 2017				X
2017	AUGUST	Kjævenytt	September 2016 - Jui 2017				X
2017	SEPTEMBER	Leveandrerangementer	Mars 2017 - August 2017				X
2017	SEPTEMBER	Ansettelsesprocedurer	Mars 2017 - August 2017				X
2017	OKTOBER	Rekrutterasjon	Juni 2017 - September 2017				X
2017	OKTOBER	Rabatter og særlige tilbud	April 2017 - September 2017				X
2017	OKTOBER	Varenytt og Demovarer	April 2017 - September 2017				X
2017	NOVEMBER	Konferenst	Mai 2017 - Oktober 2017				X
2017	NOVEMBER	Utbedringer	Juni 2017 - November 2017				X
2017	DESEMBER	Gaver	Juni 2017 - November 2017				X
2017	DESEMBER	Konferenstaker	Juni 2017 - November 2017				X
2017	DESEMBER	Freidigheter	Oktober 2017 - Desember 2017				X
2018	JANUAR	Rekrutterasjon	Juni 2017 - Januar 2018				X
2018	FEBRUAR	Offentlige utbud	August 2017 - Januar 2018				X
2018	MARTS	Leveandrerangementer	August 2017 - Februar 2018				X
2018	MARTS	Ansettelsesprocedurer	August 2017 - Februar 2018				X
2018	APRIL	Rekrutterasjon	Januar 2018 - Mars 2018				X
2018	APRIL	Rabatter og Særlige tilbud	September 2017 - Mars 2018				X
2018	APRIL	Varenytt - demovarer	September 2017 - Mars 2018				X

Afsendt til kammeradvokaten

2018

Risiko nr.	Monitorering og kontrol	Jan	Feb	Mar	Apr	Maj	Jun	Jul	Kvartal 1	Kvartal 2	Kvartal 3
1	Sponsorater							x			-
2	Gaver						x			-	
3	Repræsentation	x			x			x	08-08-2018	08-08-2018	
4	Kunde-events					x				-	
5	Udlandsrejser					x				-	
6	Offentlige udbud		x						08-08-2018		
9	Konference talere										
10	Donationer							x		-	
13	Leverandørrangementer			x						-	
14	Rabatter og særlige prismodeller				x					-	
15	Vareprøver – demovarer				x					-	
16	Tredieparter som kan agere på vegne af Atea						x			-	
17	Ansættelsesprocedurer			x						-	
18	Leverancer i udlandet										

Q3 og Q4 2017

Risiko nr.	Monitorering og kontrol	Jul	Aug	Sep	Okt	Nov	Dec	Kvartal 3	Kvartal 4
1	Sponsorater	x						yes	-
2	Gaver						x	-	08-08-2018
3	Repræsentation	x			x			08-08-2018	yes
4	Kunde-events					x		-	08-08-2018
5	Udlandsrejser					x		-	08-08-2018
6	Offentlige udbud							-	-
8	udtalelser og referencer			x				yes	-
9	Konference talere						x	-	08-08-2018
10	Donationer	x						yes	-
12	Cykelevent		x					yes	-
13	Leverandørrangementer			x				yes	-
14	Rabatter og særlige prismodeller				x			-	yes
15	Vareprøver – demovarer				x			-	yes
16	Tredieparter som kan agere på vegne af Atea						x	-	08-08-2018
17	Ansættelsesprocedurer			x				yes	-

Kommentarer:

Donationer og Sponsorater er afrapporteret sammen og for en længere periode - se rapport af Sponsorat Juli 2017

Sponsorater: 1. juni 2016 til 30. juni 2017 (Perioden dækker over 13 måneder da årshjulet er blevet opdateret)

- Donationer: 1. april 2016 til 30. juni 2017 (Perioden dækker over 15 måneder da årshjulet er blevet opdateret)

Koncepter lagt under rabatter og særlige ordninger

Udtalelser og referencer er monitoreret sammen med konference talere

Q1 og Q2 2017

Risiko nr.	Monitorering og kontrol	Jan	Feb	Mar	Apr	Maj	Jun	Kvartal 1	Kvartal 2
1	Sponsorater							-	-
2	Gaver						x	-	yes
3	Repræsentation	x			x			yes	08-08-2018
4	Kunde-events					x		-	yes
5	Udlandsrejser					x		-	yes
6	Offentlige udbud		x					yes	-
7	Koncepter			x				yes	-
8	udtalelser og referencer			x				-	-
9	konferencer							-	-
10	Donationer							-	-
11	Netværksgrupper & erfa grupper		x					yes	-
12	Cykelevents							-	-
13	Leverandørrangementer			x				08-08-2018	-
14	Rabatter og særlige prismodeller				x			-	-
15	Vareprøver - demovarer				x			-	08-08-2018

16	Tredieparter som kan agere på vegne					x	-	yes
17	Ansættelsesprocedurer		x				08-08-2018	

Kommentarer til Q1-Q2 2017

Rabatter er lagt sammen med vareprøver

Udtalelser og referencer blev monitoreret sammen med konference talere, og bliver derfor først monitoreret i Q4 2017

2016

Risiko nr.	Monitorering og kontrol	Maj	Jun	Jul	Aug	Sep	Okt	Nov	Dec	Kvartal 2	Kvartal 3	Kvartal 4
1	Sponsorater			x						-	08-08-2018	-
2	Gaver					x				-	-	yes
3	Repræsentation			x			x			-	-	yes
4	Kunde-events	x						x		-	-	-
5	Udlandsrejser	x						x		yes	-	08-08-2018
6	Offentlige udbud						x			-	-	08-08-2018
7	Koncepter					x				-	08-08-2018	-
8	udtalelser og referencer					x				-	yes	-
9	konferencer								x	-	-	yes
10	Donationer									-	-	-
11	Netværksgrupper & erfa grupper				x					-	yes	-
12	Cykelevents					x				-	08-08-2018	-
13	Egenbetaling					x				-	yes	-
14	Rabatter og særlige prismodeller						x			-	-	08-08-2018
15	Vareprøver - demovarer	x						x		yes	-	-
16	Tredieparter som kan agere på vegne		x						x	08-08-2018	-	08-08-2018
17	Ansættelsesprocedurer				x					-	08-08-2018	-

Kommentarer 2016

Vi startede monitorerings arbejdet i 2016, det er derfor ikke alle rapporter som blev lavet i 2016

Donationer er i samme rapport som sponsorater

Nr.	Emne	Måned												Beskrivelse	Form	Resultat	Ansvarlig	
		1	2	3	4	5	6	7	8	9	10	11	12					
	Compliance organisation DK																	
	Direktionsmøde, Compliance officer redegør for udvikling og igangværende processer, monitoreringer og kontroller. (1 gang i kvartalet)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	Der rapporteres i forhold til monitorering. Der diskuteres evalueringer og oplæg til udvikling	Skriftlig fremstilling i henhold til Skabelon herfor.	Opsamling i rapport til Compliance Comitee.	Compliance manager (Legal)
	Compliance Committee møde (1 gang i kvartalet)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	Der afleveres rapportering i henhold til Charter	Skriftlig fremstilling i henhold til Skabelon herfor	Til godkendelse og evaluering af status	CFO DK	
	Monitorering og kontrol																	
1	Sponsorater							x						Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
2	Gaver					x							x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
3	Repræsentation	x			x			x					x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
4	Kunde-events					x							x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
5	Udlandsrejser					x							x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
6	Offentlige udbud		x							x				Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	
7	Koncepter			x									x	Monitoreres sammen med Rabatter og særlige prismodeller. Se pkt. 14			Compliance officer	
8	Udtalelser og referencer												x	Monitoreres sammen med kunde-events. Se pkt. 4			Compliance officer	
9	Konference talere												x	Kontrolprocedure i værksættes i henhold til udarbejdet proces og skema herfor	Der benyttes skema udarbejdet til dokumentation af at monitorering har fundet sted.	Gennemført kontrol som foreskrevet resulterer i opsamling og evaluering af resultatet	Compliance officer	

Markant ændring af forretningsgangen - internt/ekstern	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	(x)	I tilfælde af markant ændring af forretningsgangen, såsom intern organisationsændring, ændrede konkurreceforhold eller lign. vil alle risikoområder blive evalueret efter ovenstående punkt "Evaluering af risikoområder". Det vurderes derudover hvorvidt nye risikoområder kan/er opstået.	Evaluering på baggrund af ændringerne i organisationen eller i markedet.	Fastså om de enkelte risici punkter skal udbygges eller terineres	Compliance officer (Legal)
Compliance Advisory Board		x										Advisory Board består af 10-12 medarbejdere fra forskellige dele af virksomheden, med henblik på sikre de forretningsmæssige perspektiver kommer til udtryk i compliance arbejdet samt være talerør til compliance.	Halvårige møder med en eller flere fra Advisory Board.	Sikre compliance understøtter forrettningens målsætning på alle plan samt få spredt kendskabet til compliance i organisationen.	Compliance Consultant
ISO certificering											x	Opretholdelse af ISO 37 001-certificat	Ekstern audit	Opretholdelse af ISO 37 001-certificat	Compliance officer
Risikobeskrivelser	x											Opdateringer af risikobeskrivelser og processer	Der benyttes proces for gennemgang af hvert enkelt område på baggrund af rapporteringer og eventuelle findings	Sikring af at de er de "rigtige" risici der monitoreres. Sikring af at Compliance fortløbende er top of mind i alle relevante situationer.	Compliance officer
Evaluering af Compliance funktion															
Evaluering af Compliance Officer rolle af Top Management (CFO)						x						Top Management lave evaluering af Compliance Officer funktionen.	TM udarbejder en rapport med en evaluering af det forgangne år	Fastså om Compliance Officer rollen skal tilpasses	Top Management (CFO)
Audit af organisationens Anti-Bribery Management System			x									Internal Auditor gennemfører auditering af Anti-Berbery Management System samt hvorvidt kravene i ISO 37 001 efterleves	Internal Auditor udarbejder en rapport med resultaterne af auditeringen	Sikring af at compliance-funktionen til stadighed opfylder et højt niveau for organisationens Anti-Bribery Management System	Internal Auditor
Compliance i organisationen															
Uddannelse af medarbejdere i organisationen											x	Compliance gennemgår compliancereglere for organisationen. Det er et forberedende led inden compliance-test.	Compliance møder fysisk op på de 4 største lokationer i Danmark, Ballerup, Aarhus, Kolding og Aalborg. Foredrag på ca. 1 time.	Kendskab til compliancereglere samt intro til vores intranet.	Compliance

Aktuelle risikoområder

More than a low risk

Nr.	Risiko	1. januar 2017	1. juli 2017	1. nov 2017	1. August 2018
1	Sponsorater	x	x	x	x
2	Gaver	x	x	x	x
3	Repræsentation	x	x	x	x
4	Kunde-events	x	x	x	x
5	Udlandsrejser	x	x	x	x
6	Offentlige udbud	x	x	x	x
7	Koncepter	x			
8	Udtalelser og referencer	x			
9	Konference talere	x	x	x	x
10	Donationer	x	x	x	x
11	Netværksgrupper & Erfa-grupper	x			
12	Cykevents (3 samlinger)	x	x		
13	Leverandørrangementer	x	x	x	x
14	Rabatter og særlige prismodeller	x	x	x	x
15	Vareprøver – demovarer	x	x	x	x
16	Tredjeparter som kan agere på vegne	x	x	x	x
17	Ansættelsesprocedurer	x	x	x	x
18	Leverancer i udlandet				x