Supplier and Business Partner Code of Conduct

1. Purpose

Hexagon Purus ASA, including its subsidiaries (collectively, "**Hexagon Purus**"), is committed to conducting business in a responsible and ethical manner within our own operations and in our business relationships. Hexagon Purus has high standards for ethical business conduct and expects that our Supplier and Business Partners adhere to the same. The Supplier and Business Partner Code of Conduct ("**Code of Conduct**") outlines the requirements for our Suppliers and Business Partners doing business with Hexagon Purus.

2. Scope

Hexagon Purus' Suppliers and Business Partners Code of Conduct applies to all our Suppliers and Business Partners. Suppliers comprise any firm or individual that produces services or other input factors included in Hexagon Purus' delivery of services or goods from the raw material stage to a finished product delivered to its intended users ("**Suppliers**"). By Business Partners we mean any firm or individual that provides products or services to Hexagon Purus, such as vendors, contractors, research partners, distributors, wholesalers, resellers, sales agents, professional advisors, or any other individual entity that Hexagon Purus has a business relationship with ("**Business Partners**").

3. Responsibilities

Suppliers and Business Partners shall at all times comply with applicable laws and regulations and the provisions of this Code of Conduct. In the event that the standards in this Code of Conduct differ from any applicable laws, regulations or standards, we call on our Suppliers and Business Partners to apply the highest standard. Suppliers and Business Partners are responsible for ensuring that their own suppliers, subcontractors, and business partners are aware of and comply with the principles set out in this Code of Conduct.

4. Requirements for Hexagon Purus' Suppliers and Business Partners

4.1 Business ethics

Anti-bribery and corruption: Suppliers and Business Partners shall not request, accept, offer, promise, or give any improper advantage in connection with a position, an office, or performance of an assignment. An advantage can be anything that a person may perceive to be of interest, such as gifts, hospitality and entertainment, an assignment or job, a loan, a favor, cash, or other benefits of value. This prohibition applies to interactions with both private parties and public officials and includes bribes, payoffs, kickbacks, and other corrupt payments made directly or indirectly through third parties, agents, or intermediaries.

Suppliers and Business Partners shall comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws, including but not limited to the UK Bribery Act, the US Foreign Corrupt Practices Act, and relevant EU and Norwegian legislation.

Facilitation payments: Facilitation payments are strictly prohibited. Facilitation payments or "grease payments" are terms used for payments typically made to a public official to secure or expedite routine, non-discretionary government actions to which a company is entitled. Usually, facilitation payments would only affect the timing of a decision and not the outcome. Facilitation payments are considered corrupt acts and are prohibited.

Gifts and hospitality: Suppliers and Business Partners shall only exchange reasonable gifts and hospitality with Hexagon Purus' employees and only for legitimate purposes that have a clear and proper business context. Suppliers and Business Partners shall never exchange cash or cash equivalents, including gift cards, checks, or gift certificates, or loans. No gifts or business hospitality may be provided and accepted during a tender or negotiation process.

Sponsorships, donations and political contributions: Suppliers and Business Partners shall ensure that any sponsorship, donations, or political contributions are made transparently, in compliance with applicable laws, and are not used as a means to gain an improper business advantage or circumvent anti-bribery and corruption laws. Suppliers and Business Partners shall not oblige anyone to support a political candidate or organization. All such activities must be properly documented.

Conflict of interest: Suppliers and Business Partners shall promptly disclose any actual or potential conflicts of interest to Hexagon Purus for review and assessment before engaging in any business activities, both in the commercial context and in relation to the public sector. This requirement extends to contract negotiations prior to a business relationship being initiated. Hexagon Purus will assess disclosed conflicts of interest on a case-by-case basis and determine whether the conflict can be appropriately managed or mitigated. Where conflicts of interest cannot be adequately managed, Hexagon Purus reserves the right not to proceed with or continue the business relationship.

Fair competition: Suppliers and Business Partners shall under no circumstances engage in a manner that violates competition laws and regulations, including inter alia entering into anti-competitive agreements and/or arrangements or abusing a dominant position. Suppliers and Business Partners shall not enter into anti-competitive agreements with competitors, including but not limited to agreements to fix prices or other trading conditions, making rigged bids or engaging in collusive tendering, establishing output restrictions or quotas, or sharing or dividing markets by allocating customers, suppliers, territories, or lines of commerce.

Financial crime: Suppliers and Business Partners shall not engage in money laundering, terrorist financing, fraud, tax evasion, or any other financial crime. Any dealing with proceeds of crime may represent a criminal offence under applicable anti-money laundering laws. Suppliers and Business Partners shall conduct business only with reputable parties involved in legitimate business activities. Suppliers and Business Partners shall not alert or "tip off" any person under suspicion, as doing so may constitute a criminal offence.

Tax: Suppliers and Business Partner shall comply with all applicable tax laws and regulations.

4.2 Sanctions and export control

Suppliers and Business Partners shall adhere to all applicable sanctions and export control laws, including but not limited to UN, EU, UK, and US sanctions and export control laws and regulations. Suppliers and Business Partners shall immediately inform Hexagon Purus in writing should they ever become subject to sanctions, or if they suspect that they are in breach of sanctions in relation to the cooperation or engagement with Hexagon Purus.

4.3 Human rights and working conditions

Suppliers and Business Partners shall ensure that activities within their sphere of influence do not adversely impact human and labour rights and ensure that they are not complicit in human rights abuses, including avoiding doing business with any parties known for violations of human rights. Suppliers and Business Partners shall respect internationally recognised human rights principles, including those set out in the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the UN Guiding Principles on Business and Human Rights, the principles and rights set out in the eight fundamental conventions identified in the Declaration of the ILO on Fundamental Principles and Rights at Work, the Universal Declaration of Human Rights, and the International Bill of Human Rights.

Hexagon Purus' own expectations and aspirations on human rights and working conditions are set out in our Human Rights and Working Conditions Policy, which can be found on our website.

Employment terms and conditions: Suppliers and Business Partners shall provide written employment terms and conditions to workers in a language they understand. Living wage and legally required benefits shall be provided to workers in a timely manner and documented.

Working hours: Suppliers and Business Partners shall adhere to appropriate working hour regulations, including overtime and overtime pay, breaks, and rest periods, as stipulated by national laws and/or relevant collective agreements.

Non-discrimination and harassment: Suppliers and Business Partners shall not accept any form of harassment or discrimination based on, among others, age, gender, gender expression, sexuality, disability, race, ethnicity, religious belief, political opinion, class, national origin, or any other basis prohibited by laws and regulations.

Child labor and young workers: Suppliers and Business Partners shall also refrain from hiring any person under the minimum legal working age applicable locally, and ensure that employees under the age of 18 work only outside of school hours where subject to compulsory education law, do not engage in night-shift work, work overtime, or perform tasks that are hazardous or harmful to their physical or mental development.

Forced labour: Suppliers and Business Partners shall prohibit the use of forced or compulsory labor and allow workers to leave their employment upon giving reasonable notice, without retaining original identification papers or requiring any deposits to the organization upon commencing employment. This also entails not withholding any part of personnel's salary, benefits, property, or documents to force such personnel to continue working for the organization. Suppliers and Business Partners shall take additional measures to safeguard the rights and well-being of migrant workers who may be vulnerable or lack access to basic public services.

Conflict minerals: Suppliers and Business Partners shall have policies and programs to reasonably ensure that their products, activities and/or the products and activities of their suppliers do not, directly or indirectly, finance or benefit perpetrators of human rights abuses in Conflict-Affected and High-Risk Areas defined in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Suppliers and Business Partners shall follow the OECD Due Diligence Guidance with regards to the sourcing and processing of minerals in the supply chain.

Freedom of association and collective bargaining: Suppliers and Business Partners shall respect workers' rights to freely associate, join or abstain from joining trade unions and/or workers' councils, and engaging in collective bargaining in accordance with applicable laws.

Freedom of expression and press: The freedom of expression and the freedom of the press shall be respected. Suppliers and Business Partners shall provide workers with the right to hold opinions without interference, and to seek and receive information and ideas through any media regardless of frontiers.

4.4 Occupational health and safety

Suppliers and Business Partners shall provide a safe, secure, and healthy working environment for their workers, which is, at minimum, in accordance with applicable laws and regulations and the requirements of Hexagon Purus. Suppliers and Business Partners shall develop and maintain robust health and safety management addressing occupational risks with active worker involvement. Suppliers and Business Partners are responsible for safeguarding their workforce by providing necessary training on health and safety protocols and essential personal protective equipment and gear suited to the nature of their work.

4.5 Environment

Suppliers and Business Partners shall recognise their environmental responsibilities and ensure compliance with applicable environmental laws and regulations, as well as take all reasonable actions to implement environmentally responsible business practices. Suppliers and Business Partners shall establish effective environmental management systems to identify risks, monitor performance, and pursue continuous improvement in reducing environmental impacts from their operations and sourcing activities.

Suppliers and Business Partners shall apply a precautionary approach to environmental challenges and promote environmentally friendly technologies and practices within their operations and supply chain.

4.6 Product quality and safety

Suppliers and Business Partners shall supply high-quality products and services that meet all applicable regulatory requirements and conform to agreed specifications. Suppliers and Business Partners shall implement effective quality management systems, conduct appropriate testing and inspection, and maintain full traceability throughout the supply chain.

Suppliers and Business Partners shall identify, assess, manage, and report any product-related risks, defects, or non-conformities to Hexagon Purus immediately. Suppliers and Business Partners shall cooperate fully with Hexagon Purus in any product recall, safety investigation, or corrective action.

4.7 Asset protection, information security and data protection

Asset protection: Suppliers and Business Partners shall take appropriate measures to protect Hexagon Purus' property and assets to the extent relevant, including facilities, equipment, tools, computers, software, IT systems, data, and intellectual property rights, against loss, theft, damage, and misuse. Suppliers and Business Partners shall use Hexagon Purus' assets only for legitimate business purposes and in accordance with applicable agreements.

Information security and data protection: Suppliers and Business Partners shall protect all confidential information belonging to Hexagon Purus. Confidential information consists of any information that is not yet public and can include trade secrets, business, marketing, and service plans, engineering and manufacturing ideas, salary information and any unpublished financial or other data. Such information shall be handled on a need-to-know basis only, shall not be used for personal benefit or disclosed to third parties without authorization, and shall be returned or destroyed upon request.

Suppliers and Business Partners shall comply with all applicable data protection laws and regulations, including GDPR where applicable. Personal data shall be processed lawfully and protected with appropriate security measures. Any data breach or security incident involving Hexagon Purus' information must be reported immediately.

4.8 Management system

Management system and due diligence requirements: Suppliers and Business Partners shall develop, implement, use and maintain effective management systems, controls, and a governance structure to facilitate compliance with all applicable laws and regulations, the principles set out in the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the United Nations Guiding Principles on Business and Human Rights, and this Code of Conduct, and promote continuous improvement. While management systems may differ due to company size, nature of

operations, and associated risks and impacts in the value chain, such management systems should include mechanisms to regularly identify, evaluate and manage risks and impacts in areas relevant to this Code of Conduct and implement corrective action process. This includes appropriate business continuity plans for operations supporting Hexagon Purus' business. Management systems should also include mechanisms to cascade the requirements of this Code of Conduct down in their supply chain and monitor their compliance. Appropriate efforts should be made by Suppliers and Business Partners to conduct due diligence prior to engaging with third parties such as suppliers or contractors.

Reporting concerns and whistleblowing: Suppliers and Business Partners shall establish internal procedures for handling concerns and reports of potential violations of laws, regulations, or matters addressed by this Code of Conduct without risk of retaliation for reports made in good faith. Suppliers and Business Partners are encouraged to establish openly available whistleblowing channels / grievance mechanism to enable employees, subcontractors, and other stakeholders (including external parties) to report suspected violations as set out above. Where the performance of the contract with Hexagon Purus involves Suppliers or Business Partners operating in or sourcing from areas with high risk of violations of fundamental human rights or requirements for decent working conditions, Suppliers and Business Partners shall provide a channel / grievance mechanism that allows external parties to report concerns.

Quality standards and documentation: Suppliers and Business Partners shall meet generally recognised quality standards and contractually agreed quality requirements and standards. The minimum requirement for Hexagon Purus' strategic Suppliers is ISO 9001 certification. Suppliers and Business Partners shall maintain documentation necessary to demonstrate conformance to their management systems and the principles outlined in this Code of Conduct.

Transparency and assessment of risks and impacts: Suppliers and Business Partners are expected to provide information and contribute to Hexagon Purus' assessment of risks and adverse impacts in its value chain to the extent permitted by law.

Audits: Hexagon Purus reserves the right to audit our Suppliers and Business Partners in different forms, including but not limited to request and review of documentation and on-site visits undertaken by Hexagon Purus or a third party acting on our behalf.

5. Managing non-compliance

Notification: Suppliers and Business Partners shall immediately inform Hexagon Purus about all material issues that have a potential negative effect on the quality of goods and services, as well as any non-compliance or significant risks of non-compliance with applicable laws and regulations to the extent permitted by law.

Suppliers and Business Partners shall notify Hexagon Purus without undue delay, to the extent permitted by law, if they become aware of unlawful actions or breaches of this Code of Conduct in their own operations, value chain, or amongst their business partners that directly or indirectly relate

to the contract with Hexagon Purus. In cases of serious breaches, notification shall be made immediately upon suspicion. Material changes to the manufacturing process, production location, raw materials and/or supply chain must be promptly communicated to Hexagon Purus.

Suppliers and Business Partners, as well as other third parties, may report concerns or suspected violations through their designated Hexagon Purus representative or through Hexagon Purus' whistleblower channel which is made available on our homepage. All reports will be handled in accordance with applicable laws and regulations. Hexagon Purus does not tolerate retaliation against anyone who reports concerns in good faith.

Collaboration and investigation: Hexagon Purus values close collaboration with Suppliers and Business Partners and believes that transparency and open communication are fundamental to successful business relationships. Suppliers and Business Partners are encouraged to proactively communicate with Hexagon Purus concerning the requirements set out in this Code of Conduct, including discussing any challenges in implementation or seeking guidance on compliance matters. When potential violations are identified, whether through self-reporting, audits, or other means, Hexagon Purus may initially address the matter by exercising audit rights as outlined in section 4.8 Management System. This investigation process may include requesting and reviewing documentation, conducting interviews with relevant personnel, and performing on-site inspections to establish the facts and assess the situation.

Assessment: Hexagon Purus has discretion in determining the appropriate response to non-compliance and will assess each situation on a case-by-case basis. Our preference is to work collaboratively with Suppliers and Business Partners to remediate non-compliance rather than terminate business relationships. However, in the absence of necessary effort to rectify non-compliance or mitigate adverse environmental and social impacts within a reasonable timeframe, Hexagon Purus reserves the right to take actions, including requesting the removal of person or persons that committed the transgression and, in cases of material breach of any laws, regulations, and/or this Code of Conduct, ceasing the business relationship.

Questions and guidance: Any questions about the interpretation of this Code of Conduct can be addressed to your Hexagon Purus' representative or scm@hexagonpurus.com.

6. Implementation and revision

This Supplier and Business Partner Code shall be distributed in line with other Hexagon Purus policies and procedures. This document should be reviewed at least annually and amended as necessary.

Effective date	Adopted by	Versions	Revisions
19 March 2024	EVP Operations	1.0	1.1

10 February 2025	EVP HMI EVP BVI	1.1	1.2
21 November 2025	EVP HMI EVP BVI	1.2	Amendments to facilitate compliance with minimum social safeguards in Art. 18 of the EU Taxonomy