



# Code of Conduct

For suppliers and Partners

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# Code of Conduct

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### 1. Purpose and Scope

This Code of Conduct for Suppliers and Partners (the “Code”) sets out the minimum requirements Everfuel expects from every party that supplies goods, services, or works to Everfuel A/S and its subsidiaries. It is based on the UN Global Compact, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and the ILO core conventions, and is informed by the UN Sustainable Development Goals. Where this Code and applicable law differ, the more stringent requirement applies.

#### Definitions

“Supplier” means any entity or individual that provides goods, services, or works to Everfuel under a purchase order, contract, framework agreement, or equivalent arrangement, including subcontractors, agents, intermediaries, joint-venture partners, on-site contractors, and tier-2 and beyond suppliers performing work related to an Everfuel scope.

“Partner” means any commercial counterparty that is not a customer, including distributors, resellers, and consortium partners. The Code applies to the Supplier’s and Partner’s own personnel and to any party they engage to perform work for Everfuel.

## 2. General

Living our values and acting with integrity makes us trustworthy. Suppliers shall conduct all business in compliance with applicable national and international laws and regulations and shall comply with this Code or an equivalent standard agreed with Everfuel in writing. Where requirements differ between this Code, contract, and law, the most stringent shall apply.

## 3. Compliance, Due Diligence and Continuous Improvement

Suppliers shall have proportionate management systems and due diligence processes in place to identify, prevent, mitigate and, where relevant, remediate adverse impacts related to human rights, labor rights, environment, and business ethics in their own operations and supply chains.

Upon reasonable request, Suppliers shall provide relevant information and enable audits or assessments by Everfuel or a third party acting on Everfuel's behalf. Everfuel bears the cost of routine audits. If an audit identifies material non-compliance, the Supplier shall bear Everfuel's reasonable audit costs and the cost of any corrective verification.

Suppliers shall ensure that their own suppliers and sub-suppliers comply with this Code or an equivalent standard. Suppliers shall not subcontract or assign any material part of the work performed for Everfuel without Everfuel's prior written consent, and shall remain fully responsible for the performance and conduct of any subcontractor they engage.

## 4. Human and Labor Rights

Suppliers shall respect all internationally recognized human rights, including the principles set out in the International Bill of Human Rights and the ILO core conventions.

### Forced and child labor

All forms of forced labor, modern slavery, and human trafficking are prohibited. Workers shall be free to enter and terminate employment voluntarily, and Suppliers shall not retain identity documents. Suppliers shall not employ child labor and shall

protect young workers from hazardous or night work in accordance with applicable law.

### Non-discrimination and fair treatment

Suppliers shall provide a workplace free from harassment and discrimination and shall treat all workers with dignity and respect.

### Freedom of association

Suppliers shall respect workers' rights to freedom of association and collective bargaining in accordance with applicable law.

### Working conditions

Suppliers shall ensure fair working hours, wages, benefits, and leave in compliance with applicable laws and collective agreements. Overtime shall be voluntary and compensated in accordance with applicable law.

## 5. Health and Safety

Suppliers shall provide a safe and healthy working environment and take appropriate measures to prevent work-related injuries and illnesses. Health and safety risks shall be identified, managed, and followed up, and workers shall receive relevant health and safety training. The use of alcohol or other impairing substances during working hours is prohibited.

Suppliers shall actively work towards the objective of zero work-related fatalities. Suppliers shall maintain a plan describing how this objective is pursued, including preventive measures, leadership commitment, and continuous monitoring and improvement of health and safety performance. Suppliers performing work on Everfuel sites, or transporting Everfuel products under ADR or equivalent dangerous-goods regimes, shall comply with Everfuel's site rules, permit-to-work system, and any additional HSE requirements communicated by Everfuel.

### Process safety and explosive atmospheres

Suppliers performing work involving hydrogen, high-pressure gas, cryogenic fluids, or other major-accident hazards shall apply process safety principles and shall comply with applicable explosive-atmosphere legislation, including the EU ATEX

directives. Equipment supplied for use in classified zones shall be certified to ATEX.

### **Hydrogen competence**

Suppliers performing work on, or supplying equipment for, hydrogen production, storage, transport, or dispensing shall ensure their personnel are qualified for hydrogen service, including awareness of hydrogen flammability, leak behaviour, invisible flame, and hydrogen embrittlement, and shall follow recognised industry guidance.

### **Incident and near-miss reporting**

Suppliers shall report to Everfuel any incident or dangerous occurrence involving Everfuel personnel, sites, products, or scope of work without undue delay, and in any event within 24 hours of becoming aware. Suppliers shall also share near-misses that could have led to a serious incident, and shall cooperate in any investigation.

### **Stop-work authority**

Any person performing work for Everfuel has the authority and obligation to stop work that is unsafe or non-compliant, without fear of retaliation. Suppliers shall extend the same authority to their own personnel and subcontractors.

## **6. Environmental Responsibility and Climate**

Suppliers shall comply with applicable environmental laws and regulations and manage their operations in an environmentally responsible manner. Suppliers with significant environmental or climate impacts shall maintain appropriate environmental management systems and take reasonable steps to reduce emissions, waste, and other adverse impacts.

## **7. Business Integrity and Ethics**

Suppliers shall conduct business ethically and with integrity and shall not engage in corruption, bribery, extortion, fraud, money laundering, or other financial crime. Suppliers shall comply with applicable competition, export control, and sanctions laws, and avoid conflicts of interest.

## **8. Data Protection and Information Security**

Suppliers shall comply with applicable data protection and privacy laws, including the EU

General Data Protection Regulation (GDPR). Where a Supplier processes personal data on behalf of Everfuel, the Supplier shall do so only on documented instructions, apply appropriate technical and organizational measures, and enter into a data processing agreement with Everfuel before processing begins.

Suppliers shall protect Everfuel's confidential information, intellectual property, and any access granted to Everfuel systems, sites, or data against misuse, loss, and unauthorised disclosure. Access shall be limited to those who need it for the work performed for Everfuel, credentials shall not be shared, and any actual or suspected security incident affecting Everfuel shall be reported without undue delay.

## **9. Reporting Concerns**

Suppliers shall provide or participate in appropriate grievance mechanisms and shall not retaliate against anyone raising concerns in good faith. Concerns about actual or suspected breaches of this Code or applicable law may be reported through Everfuel's whistleblower channel, which allows anonymous reporting:

[everfuel.whistleblownetwork.net](https://everfuel.whistleblownetwork.net)

Material or repeated violations of this Code may result in corrective action requirements, suspension, or termination of the business relationship.

## **10. Term, Review and Acceptance**

This Code is reviewed at least every 24 months and may be updated to reflect changes in law, regulation, or Everfuel's policies. The current version is available at [www.everfuel.com](https://www.everfuel.com). By doing business with Everfuel, the Supplier confirms that it has read, understood, and will comply with this Code.