

# Insula Supplier Code of Conduct

## INTRODUCTION

**Insula AS** is a Nordic seafood group with the mission to increase the consumption of seafood in the Nordics. Our strategy is to be a complete supplier of seafood to the grocery and retail market, with the Nordic region as our home market. The vision of the group is "A better world through love for seafood", which is based on the environmental and health pre-eminence of seafood compared to other protein sources, and the need for change in consumption habits in general. The group consists of more than twenty seafood companies located in Norway, Sweden, Denmark, Finland and Iceland, has an annual turnover of approximately €600 million, and employs more than 1.000 persons.

We are committed to building our corporate culture based on our core values and common ethical principles that ensure responsible business conduct, sound operation and production. Insula's Code of Conduct sets the standard for how we conduct our business. Respect for people and the environment, lawfulness and integrity are our common foundations and leadership principles, supported by our core values; Near, Courageous and Committed.

Insula's Supplier Code of Conduct is based on the UN Global Compact's ten principles on human rights, labour, environment and anti-corruption, the International Labor Organization (ILO) and the OECD guidelines and describes the expectations and specific requirements that all our suppliers shall comply with. Furthermore, Insula expects all its suppliers, product suppliers as well as service providers and Business partners, to ensure that all subcontractors fulfil the demands of this code and acts responsibly.

In case of an incompliance to Insula's Supplier Code of Conduct, the supplier is obliged to inform Insula of the incompliances and in cooperation with Insula, agree on an action plan to address and improve the gaps to arrive at an acceptable level of compliance to this Supplier Code of Conduct. Negative consequences of actions shall be remediated. In case of any doubts, we urge our suppliers to contact us and discuss ambiguities. In the event of serious breaches of Insula's Supplier Code of Conduct, Insula reserves the right to terminate the contract immediately without incurring any financial liability.

Suppliers to Insula are encouraged to engage and address issues that will improve Insula's development and conduct.

## REQUIREMENTS FOR SUPPLIERS

### Legal demands

Suppliers must comply with all applicable laws, regulations and industry standards. If any requirements specified in Insula's Supplier Code of Conduct are in conflict with the law in the country of operation, the highest level is valid.

## CONDITIONS IN THE WORKPLACE

### 1. Forced labour and disciplinary measures

- 1.1. Suppliers to Insula shall treat employees with respect and dignity and each employee should be entitled to the basic human rights. No form of forced labour, wage slavery, human trafficking or involuntary work is allowed.

- 1.2. Employees should not be forced to pay any deposit or be forced to hand over their identification documents to the employer. Employees should be allowed to terminate their employment after a reasonable period of notice. Forced or unpaid work is unacceptable in any form.
- 1.3. No employee shall under any circumstances whatsoever, undergo physical punishment or any other form of physical, sexual or psychological punishment or harassment, or any form of humiliation or violation. Measures shall protect employees from being sexually harassed, insulted or exploited as well as against discrimination or dismissal on unreasonable grounds, for instance marriage, pregnancy, parenthood or HIV status.
- 1.4. Employees should have access to an anonymous complaint mechanism to address adverse impacts.

## **2. Child labour**

- 2.1. Suppliers to Insula shall protect children from economic exploitation and work that is likely to be detrimental to the child's education and wellbeing. Suppliers to Insula shall not employ any children under the legal working age in the country of operation. To the extent that persons under the age of 18 are employed, the employment relationship must follow national laws that protect the child's safety, health, development and right to education. When employing children between the ages of 13 and 16, this must be done in accordance with the guidelines of the ILO Convention C138. The company shall provide adequate protection and appropriate work for young employees.
- 2.2. Suspected and/or identified child labour shall immediately be reported and prioritized.
- 2.3. All actions taken in response to suspected and/or identified child labour cases shall be in the child's best interest. Adequate support shall be provided to children subjected to child labour, to enable them to attend and complete compulsory education.

## **3. Discrimination**

- 3.1. There shall be no direct or indirect discrimination based on ethnics, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. Degrading treatment of employees, such as psychological or sexual harassment, bullying or discrimination in the form of language or actions, should not be tolerated.

## **4. Freedom of Association**

- 4.1. Suppliers to Insula shall let their employees freely establish, join, or not to join, trade unions and similar external and internal peaceful representative organizations for the promotion of employees' rights.
- 4.2. All employees shall have the right of collective negotiation concerning salary.

## **5. Working Conditions, Wages and Working Hours**

- 5.1. All employees shall be entitled to a written and signed contract of employment in a language that is intelligible to the employee.
- 5.2. Suppliers to Insula shall at least pay applicable legal minimum wages to their employees. However, Insula encourages their suppliers to ensure a living wage in cases where the legal minimum wage is insufficient to cover basic needs. Employees shall be paid at least once a month.
- 5.3. Weekly working time must not exceed the applicable legal limit, and overtime work should comply with the national legislation of the country where the supplier operates.
- 5.4. It is not allowed to use deduction of wages as a disciplinary action.
- 5.5. The working hours should be in accordance with national legislation or current industry practices and must not exceed the working hours stated in the current international convention.
- 5.6. The employees should be entitled to at least one day off per week.
- 5.7. The employees should be entitled to their stipulated maternity and sick leave without any form of repercussions.

## **6. Health and safety**

- 6.1. Suppliers to Insula shall ensure a safe, sound and healthy working environment complying with national laws of the country where the supplier operates.
- 6.2. A representative from the management with responsibility for the health and safety of the employees should be appointed. Systems to discover, avoid and take measures against potential threats against the health and safety of all the employees should be established.
- 6.3. Suppliers to Insula shall ensure that all employees shall have correct personal protective equipment, access to first aid kits and practice proper machine safety procedures. Clear descriptions of regulations and work procedures for the safeguarding of health and safety, fire protection and emergency preparedness must be established, followed and regularly updated.
- 6.4. All the employees must receive regular and documented training in health and safety matters. This also applies to seasonal personnel.
- 6.5. The employees must have access to clean sanitary facilities and clean drinking water. If necessary, the employer should also provide access to safe food storage facilities.
- 6.6. If the employer is providing accommodation, it should be clean, safe and adequately ventilated and have access to clean sanitary facilities and clean drinking water. Fire protection and emergency preparedness must have the same standard as the working place.

## **CONDITIONS OUTSIDE THE WORKING PLACE**

### **7. Use of resources and impact on the local community**

- 7.1. No type of unlawful environmental activities or ruthless exploitation of assets is allowed in the local surroundings.
- 7.2. The local surroundings of the production plant must not be overexploited or ruined by pollution. Dangerous chemicals and other harmful substances must be handled carefully.
- 7.3. In case of a conflict with the local community concerning the use of land or other natural resources, the parties must through negotiations safeguard the respect for the individual and collective rights to the land and other assets based on practices and traditions, also in cases where such rights are not formally registered.
- 7.4. Production and extraction of raw materials for production must not contribute to devastation of resources and income for marginalized populations, for instance by claiming large land areas or other natural assets on which the populations are dependent.

## **ENVIRONMENTAL AND ANIMAL PROTECTION**

### **8. National and international environmental legislation**

- 8.1. Suppliers to Insula shall comply with the applicable environmental legislations of the country where the supplier operates. Suppliers to Insula shall have knowledge of, and control over, environmental impacts of their own activities, be proactive and systematically work to reduce or prevent negative environmental impacts.
- 8.2. Suppliers to Insula shall strive to use natural resources from sustainable sources, such as sustainable fisheries, farming and forestry practices. It is unacceptable for our suppliers to use Genetically Modified Organisms (GMO) in products that are supplied to Insula.
- 8.3. Suppliers to Insula shall have procedures and standards for handling chemicals and shall strive to reduce the use of chemicals in their production.
- 8.4. Suppliers to Insula and their subcontractors shall follow recommendations from international research concerning marine issues (e.g., ICES) to work toward a sustainable fishery with minimal environmental impact throughout the value chain.

### **9. Animal welfare**

- 9.1. When manufacturing products of animal origin, the animal protection should be considered throughout the whole value chain. The minimum requirement for animal treatment is that the animals are not subjected to unnecessary suffering, are handled according to animal protection regulations in the country concerned and have access to food and suitable care during breeding.

## 10. Bribes and corruption

10.1. Suppliers to Insula must adopt a policy against bribery and corruption, including facilitation payments and extortion, and follow this policy in its activities.

## 11. Implementation and monitoring

11.1. Insula expects all its suppliers to respect Insula's Supplier Code of Conduct and to follow it.

11.2. Suppliers to Insula shall communicate and follow up the requirements in this Supplier Code of Conduct with their sub-suppliers.

11.3. Insula and its stakeholders reserve the right to make announced and unannounced follow up visits and to carry out audits at our suppliers and sub-suppliers in order to monitor the implementation of Insula's Supplier Code of Conduct.

## 12. Agreement

We hereby confirm that we have read, understood and that we agree to comply with the terms in this Supplier Code of Conduct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature and position