



NITO

GLOBAL FRAMEWORK AGREEMENT



1. PREAMBLE

This agreement has been concluded between Aker ASA (Aker), Fellesforbundet (The Norwegian United Federation of Trade Unions), Tekna, NITO and IndustriALL Global Union.

Aker is an industrial investment company developing businesses and exercising active ownership to create value. This agreement reflects Aker's commitment to respect basic human and trade union rights in the community and abide by minimum social safeguards set out in the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the ten fundamental¹⁾ Conventions identified in the International Labour Organization Declaration on Fundamental Principles and Rights at Work and the International Bill of Human Rights. Further, to recognize the UN Convention on the Rights of the Child and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and responsibilities under these.

The parties also commit themselves to strive for continuous improvements within the areas covered by this agreement, including working conditions, industrial relations with the employees of Aker and Aker Companies (as defined below), health and safety standards at the workplace and environmental performance.

This agreement relates to Aker's active ownership in the companies that are part of Aker, i.e. companies where Aker has significant influence²⁾ (Aker Companies). In accordance with the Aker Code of Conduct, Aker's Sustainability Policy and Aker's Code of Conduct for Business Partners, Aker expects Aker Companies to comply with the standards set out in this agreement. While Aker ASA cannot take legal responsibility for its subsidiaries, Aker Companies, other companies in which Aker possesses ownership and other third-party business associates, Aker will make the terms of this agreement explicit to the companies concerned and use its influence to safeguard these standards.

Non-compliance with the above-mentioned standards will ultimately result in sanctions and potential termination of contractual relationship for the companies involved.

International standards enshrined in this agreement shall take precedence over national laws in case the latter are less favourable than the respective standards.

2. CONDITIONS OF EMPLOYMENT

The parties underline the fact that they respect fundamental human rights and trade union rights, both in the community and at the workplace and as further detailed below.

Within an Aker Company's own field of business, the top manager for each business is responsible for ensuring that the below minimum rules and ILO Conventions are complied with. Aker will inform the Aker Companies about their responsibilities.

The minimum rules and ILO Conventions to be complied with are:

a) Freedom of association and collective bargaining

Aker acknowledges all workers' right to form and join trade unions of their own choice. These unions shall have the right to be recognized for the purpose of collective bargaining in conformance with ILO Conventions 87 and 98. Workers' representatives shall be respected in carrying out their duties and not be subjected to any discrimination and shall have access to all necessary workplaces in order to carry out their duties as representatives (ILO Convention 135 and Recommendation 143). The employer shall take a positive attitude to trade union activities, including organising, through neutrality.

b) Non-discrimination

Equality of opportunity and treatment shall be guaranteed regardless of ethnic and cultural origin, gender, gender expression, religion, political conviction, nationality, sexual orientation, disability or other relevant factors (ILO Conventions 100 and 111).

Aker wishes to apply and promote practices beyond what is legally required to ensure equality, diversity and inclusion, to fight intolerance of difference, and to ensure respect for the personal lives of employees.

c) Forced labour

Forced labour, including slave and penal labour shall not be used (ILO Conventions 29 and 105), and Aker will strive to identify and prevent instances of modern slavery. Employees shall not be required to pay any deposits, recruitment fees or leave their identity papers. This applies to workers, and personnel hired in, either directly or indirectly through contractors, agents or labour brokers.

1) The 1998 Declaration on the Fundamental Principles and Rights at Work was amended in 2022 to add Conventions covering Occupational Health and Safety. See <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>

2) Significant influence is defined as 20 percent of voting power in companies being "larger enterprises" in accordance with the Accounting Act

d) Child labour

Child labour shall not be used. Aker shall prohibit work performed by children below the age of 15. Aker shall ensure that persons under the age of 18 do not perform any hazardous work or work that will jeopardize their health and safety, including night shifts (ILO Conventions 138 and 182). If this commitment is violated by an Aker Company, the company will ensure that adequate educational opportunities and adequate interim financial support will be given.

e) Violence and harassment in the workplace

Aker does not tolerate any form of violence and harassment, including gender-based violence, no matter the worker's contractual status. In order to create a working environment free from violence or harassment, Aker, in line with ILO Convention 190, commits to ensuring that relevant policies addressing violence and harassment are developed in consultation with workers and their representatives, and to require the Aker Companies to have the same. Aker and the Aker Companies shall ensure appropriate measures, including awareness and training initiatives, complaints procedures and a mechanism for dispute resolution and grievance handling, in order to prevent, detect and address violence and harassment, including gender-based violence.

f) Equality, diversity and inclusion

Aker shall strive to ensure equality, diversity, and inclusion, including equal opportunities, throughout its business, and strive for gender balance, increased diversity and inclusion in all parts and levels of the business. Aker will strive to eliminate the gender pay gap and other inequalities between men and women by extending social policy to support parents with children, offering women careers equal to those of men, and fighting stereotypes to create a welcoming environment for women.

g) Health & safety

The parties believe that every employee has the right to a healthy and safe working environment (ILO Conventions 155 and 167). Aker is committed to providing this. To achieve industry best practice, the Aker Companies shall involve and work with employees, their representatives and trade unions, to continually improve the company's health and safety performance, in compliance with ILO Guidelines on Occupational Safety and Health Management Systems. All workers shall be given training on occupational hazards and their prevention. The aim is to eliminate work-related accidents and injuries throughout the facilities of Aker Companies.

Aker is committed to offering safe and healthy workplaces in line with internationally recognized human and labour rights. The protection of workers' health and safety requires effective prevention systems based on respect for three fundamental rights:

- The right to be informed of occupational risks and to receive the appropriate tutoring and training on how to work safely;
- The right to refuse or to stop work in case of serious and imminent danger;
- The right to participate in occupational health and safety discussions and programmes.

Health and safety committees shall be established in compliance with national legislation and at all relevant workplaces. All necessary measures shall be taken to ensure that all employees perfectly understand the safety and work instructions at their workplace, and are protected from the risks associated with their activities.

h) Living wages

The standards for living wages are usually dictated by national law. Aker will strive to reduce economic inequality and promote financial inclusion by ensuring that wages and benefits paid for a standard working week shall at least be sufficient to cover the basic needs of the worker and his or her family. In no circumstances can wages and benefits be less favorable than those established by national legislation or collective bargaining agreements.

All employees shall receive clear information in writing about the wage scales and deductions from pay before they are employed. Deductions shall not be made from wages as a disciplinary measure. Information regarding pay and deductions should be provided to employees each time wages are paid, and these should not be changed other than by written consent of the individual worker or by collective agreement unless the deduction is made under national law in which case the employee will be informed prior to any such deduction.

i) Employment conditions

Aker recognizes that the employees in the Aker Companies are key to its success. Aker is therefore committed to ensuring that all employees, including permanent, part-time and personnel hired in, are treated fairly. Aker recognizes that permanent employment is preferable to both parties, and will not use personnel hired in, part-time and temporary employment to undermine wages and working conditions.

The parties acknowledge that personnel hired in, part-time and temporary workers are occasionally necessary, and that effective use of such allows Aker Companies to quickly adapt to changing conditions, thereby increasing job security and predictability and permanent employment.

Where personnel hired in, part-time and temporary employees are used they will receive the necessary training to carry out their function in a safe manner.

k) Working hours

Aker actively supports the creation of an appropriate balance between work and life outside work.

Working hours shall comply with appropriate national legislation, national agreements and industry standards. Overtime shall be done voluntarily, shall not be demanded on a regular basis, and shall always be remunerated at a premium rate in accordance with national legislation or collective agreement.

l) Pandemics and global health risks

Aker strives for a health-promoting working environment and strives to protect the health of its employees from pandemics and other health risks caused by infectious diseases. Aker undertakes to raise awareness of relevant infectious diseases such as HIV/AIDS and of the prevention programme, in compliance with the ILO HIV/AIDS Code of Practice and other relevant international programmes against infectious diseases.

m) Environmental and climate issues

Aker will strive to protect, preserve and restore the climate and biodiversity both on land and in waters and oceans. Aker strives to reduce emissions from its business activity in line with the UN Framework Convention on Climate Change (Paris Agreement) and the 1.5-degree trajectory, and expects Aker Companies to organize activities, as appropriate to the business area, to meet the overall group ambitions. Aker expects companies to set climate targets and strive for a net zero or near to net zero ambition for 2050.

Aker will strive to minimize adverse environmental impacts, reduce waste and optimise the use of natural resources and work towards circular business models.

For any waste created, Aker will strive to ensure that all waste is properly identified, treated and disposed of in a manner that is safe for people and the environment.

Aker will also strive to minimize the use of hazardous materials in operations and strive to manage any hazardous waste safely. Pollution should be prevented or managed safely.

n) Digitalization

Aker will engage in the development of science, technology and innovation and the use of technology and digitalization in support of the sustainability agenda. Digital transformation will increasingly impact Aker's operations, employment, work content and organization, as well as working conditions and practices. Aker therefore undertakes to respect and promote:

- Information and consultation of workers' representatives to better anticipate and manage change;
- Education and training. Aker shall make its best efforts to facilitate reclassification, retraining and upskilling of its employees;
- Appropriate levels of privacy, at work and at home.

o) Skills training

All relevant employees shall have the opportunity to participate in education and training programmes, conducted at the respective plant, including training to improve workers' skills to use new technology and equipment. Employee representatives should be involved in designing education and training programmes.

p) Just transition

Aker commits to the principles of Just Transition, as defined by ILO. The Global Works Councils Working Committee will ensure that the following principles are achieved throughout the group:

- Management of the issue will be conducted in a spirit of social dialogue and stakeholder engagement
- Workers losing their jobs due to business decisions related to climate change mitigation will be supported in their transition to new jobs or other relevant means as appropriate
- Aker Companies should strive to create decent jobs throughout the energy transition

q) Community impact and engagement

Aker Companies shall responsibly manage impacts on people in local communities. Aker Companies are expected to engage with local communities through ongoing dialogue and account for local needs and expectations in their operations.

Aker will strive to reduce economic inequality and to advance the socio-economic development of local communities by supporting local organisations and sourcing locally when possible. Aker Companies shall respect local communities' livelihoods by ensuring responsible management of common resources on land and in the ocean.

r) Good corporate governance and responsible business conduct

Aker and Aker Companies shall comply with all applicable laws and regulations in countries in which they operate, and act ethically and in a sustainable and socially responsible manner. Aker and Aker Companies shall strive to fight all economic crime including corruption and bribery and engage in responsible and transparent tax practices.

3. IMPLEMENTATION

- a) Aker will ensure that appropriate translations of the agreement are available for all Aker Companies and for their employees. The agreement will also be made public on the Aker and IndustriALL web sites and relevant intranets. This should be done within 90 days of signing the agreement.
- b) Both parties accept that effective local monitoring of this agreement must involve the local management, the workers and their representatives, health and safety representatives and local trade unions.
- c) The workers' representatives will be given access to the resources necessary for their involvement in the implementation and monitoring process. The company will ensure that local representatives are provided with information, access to workers, and rights of inspection necessary to effectively monitor compliance with this agreement.
- d) Aker Companies shall provide training on the content and implementation of the agreement for employee representatives and local managers to enable them to implement the agreement together.
- e) Aker shall perform human rights impact assessments and due diligence to understand and mitigate potential and actual adverse impacts in line with its policies and shall encourage the Aker Companies to do the same.
- f) The Global Works Councils working committee meets once a year with representatives from Aker management to carry out an assessment of the implementation of the agreement, evaluate the results, and promote the good practices that have been identified. This committee, if necessary, will carry out reasonable monitoring activity at workplaces to ensure compliance. Aker bears the costs linked to these implementation and monitoring activities.

4. INFRINGEMENTS OF THE AGREEMENT

In the event of a complaint or an infringement of the agreement the following procedure will normally apply:

- a) Firstly, the complaint should be raised with the local site management.
- b) If the complaint is not resolved with local management, it should be referred to the appropriate national union who will raise the issue with the company's regional president. If no national union exists or the matter is still unresolved, the complaint will be referred to Aker's Chief Shop Steward who will take the issue to Aker's Chairman and CEO.
- c) Ultimately, if still unresolved, the complaint will be referred to a monitoring group, consisting of an equal number of (company) management and union (including IndustriALL) representatives (3+3). In case of deadlock, arbitration will be handled by the ILO or a neutral party agreed upon by (company) management and the union side.
- d) After this process has been exhausted failure to reach a consensus will mean a termination of the agreement.

5. ANNUAL REVIEW

Each of the signatories to the agreement can ask for a meeting when deemed necessary in order to review the principles, practice, effectiveness, and impact of the agreement. The aim shall be to exchange views regarding the current situation, and jointly develop further good working relations in Aker. At a minimum, such meetings will be held at least every second year.

At these meetings leading IndustriALL, Fellesforbundet, Tekna and NITO representatives, the Chief Shop Steward and Deputy Shop Steward of Aker and representatives of Aker corporate management will participate.

The original English version of this agreement will apply in all parts and to all interpretations of the agreement.

6. INFORMATION

Fellesforbundet, Tekna, NITO and IndustriALL will distribute copies of this agreement to all member unions that organise employees in Aker Companies worldwide, and broadly publicise the existence of the agreement.

Likewise, Aker will distribute copies of this agreement to all Aker Companies and make it easily available to their partners and contractors.

7. ADMINISTRATION AND INTERPRETATION

Fellesforbundet, Tekna, NITO, IndustriALL and Aker are responsible for the administration of this agreement.

Questions regarding the interpretation of the agreement shall be resolved in accordance with the procedure jointly agreed to by the parties in point 4 above.

The provisions of this agreement represent minimum standards applicable to all Aker operations and should be improved where possible.

8. DURATION AND RENEGOTIATION

This agreement is applicable for an indeterminate duration if not cancelled or if renegotiation is not requested by one of the parties. Cancellation or renegotiation must take place with a notice of at least 6 months and shall be followed by mandatory negotiations initiated by the company.

Fornebu, 24. august 2023



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