

Supplier and Partner Code of Business Principles

1. Purpose

The Fugro 'Supplier and Partner Code of Business Principles' is based on the Fugro Code of Conduct¹ which governs the obligations and relationship between each of the Fugro Companies² and any third parties they work with. This includes parties providing goods or services to Fugro Companies, such as manufacturers, distributors, sub-contractors, service providers and other vendors, as well as all other third parties Fugro Companies work with, such as commercial agents and joint venture/joint bidding partners (all of the aforementioned third parties either being Suppliers or Partners).

Our Code of Conduct and the core values included therein, underpin our business activities and support the delivery of a professional, high quality service to our clients whilst building the trust of our stakeholders. This commitment to our values extends to Fugro's dealings with all of our Suppliers and Partners to ensure that we are conducting our business in a responsible and sustainable manner; a commitment we expect to be respected and supported by all our Suppliers and Partners.

Through this Supplier and Partner Code of Business Principles, we seek to strengthen the relationship with our Suppliers and Partners, minimise business risks, and support our long term goals. In order to achieve this we require our Suppliers and Partners to adhere to sound legal and ethical business practices.

2. Business Conduct

2.1 Supplier/Partner shall comply with our Code of Conduct and with all laws and regulations applicable within each jurisdiction in which it operates. In addition, Supplier/Partner will take reasonable measures to make sure that its own suppliers and partners comply with applicable laws and regulations for each relevant jurisdiction.

2.2 Supplier/Partner shall actively promote ethical business practices, which include the following undertakings:

- Neither tolerate nor engage in corruption, either directly or via a third party. This includes promising or giving anything of value to a public official or a private individual in order to obtain or retain business or to gain an improper business advantage. Accepting anything of value which is inappropriately influencing business decisions is likewise forbidden.
- Avoid an actual or perceived conflict of interest. Supplier/Partner shall promptly disclose any conflict of interest or potential conflict of interest which may affect Fugro or its business.
- Compete fairly within the framework of applicable competition laws, and shall abstain from unfair trade practices. Supplier/Partner will obtain information about Fugro's competitors only in a legitimate manner and will only use it for legitimate purposes in compliance with its contracts and applicable law. Supplier/Partner will only reveal to Fugro any information about or from third parties if and to the extent Supplier/Partner has a legal right to do so.
- Keep any entertaining and hospitality with Fugro employees appropriate and reasonable in nature, in line with the latest Fugro policies. Official company to company gift exchanges are acceptable, if reasonable, transparent and properly recorded.
- Respect and safeguard Fugro's confidential information, know-how, technical information and intellectual property. All information provided by Fugro is only to be used by Supplier/Partner for its agreed or intended purpose, and may be shared with third parties only if and to the extent necessary for the proper execution of any task agreed to by Fugro.

3. Employment Practices and Human Rights

3.1 Supplier/Partner shall uphold minimum commitments described in the eight 'fundamental' Core Conventions of the International Labor Organization³ and Fugro's Policy on Human Rights including:

- recognising and respecting the rights of its employees to freedom of association and collective bargaining;
- the elimination of all forced, compulsory and child labour;
- providing a safe working environment free of discrimination; and
- fair working hours, wages and income.

¹ Available on www.fugro.com.

² Separate legal entities which together comprise the Fugro Group.

³ <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

- 3.2 Supplier/Partner shall ensure that its goods and/or services are free from acts constituting modern slavery in any form including servitude, child, forced and compulsory labour and human trafficking.
- 3.3 Supplier/Partner shall undertake reasonable steps to ensure that its own supply chain is free from acts defined under clauses 3.1 and 3.2.

4. Health, Safety, Security and Environment

- 4.1 Supplier/Partner shall implement and maintain measures to:
- adequately identify and manage health, safety, security and environmental risks associated with its operations;
 - actively avoid causing any environmental damage or negative impact within the communities in which it operates;
 - reduce or eliminate waste and discharges, and ensure sustainable and efficient use of resources;
 - provide appropriate health, safety, security and environmental information and training for all its employees; and
 - ensure that reasonable opportunities for improvement in these fields are identified and implemented.
- 4.2 Supplier/Partner shall encourage and reinforce sound health, safety, security and environmental practices and awareness throughout its supply chain, including:
- the reporting of incidents, near misses and hazardous conditions or situations; and
 - the development and implementation of greenhouse gas emission reduction initiatives and regular disclosure of climate change targets and performance to achieve these targets.

5. Audit Rights

Supplier/Partner's compliance with this Code may be audited by or on behalf of Fugro. Supplier/Partner shall keep accurate books, records and accounts in connection with the services to be performed for - or products to be delivered to - Fugro to verify implementation of and compliance with this Code.

6. Communication of suspected violations

- 6.1 Supplier/Partner shall promptly notify Fugro of any failure to comply with this Supplier/Partner Code of Business Principles. The same applies in case of any illegal or criminal activity that may be suspected or identified, possibly impacting Fugro business and/or reputation.
- 6.2 Supplier/Partner shall provide its employees with transparent, fair and confidential reporting procedures. This includes procedures which enable them to report to Fugro any suspected violation of this Supplier/Partner Code of Business Principles. Supplier/Partner will encourage them to use the confidential (and - where local laws permit - anonymous) disclosure of information in good faith. Reports to Fugro can be made by email (Code.of.Conduct@Fugro.com) or via webpage (www.Convercent.com/Report).
- 6.3 Failure by Supplier/Partner to adhere to this Supplier and Partner Code of Business Principles may lead to immediate termination of the Supplier/Partner relationship or necessitate the execution of improvement plans; in case insufficient progress is made on an improvement plan in a timely manner, termination of the Supplier/Partner relationship may still result without liability to Fugro.

7. Quality

In case of supply of goods and/or services to any Fugro company Supplier/Partner shall have a quality assurance (control) management system in place in order to ensure that products and/or services delivered to Fugro shall be without fault and shall comply with applicable quality standards and regulations.

8. Variation

The provisions of this Code may be amended, supplemented or waived from time to time by Fugro. Supplier/Partner is expected to accept any modifications resulting from legal requirements or which may otherwise be reasonably required.