

# SUPPLIER

## CODE OF CONDUCT

L2-DOC-PUR-9962

Revision: Apr 2025



# Stena Drilling

CARE, INNOVATION & PERFORMANCE



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## INTRODUCTION

### About Stena Drilling

Stena Drilling manages a global business comprising five ultra-deepwater Drillships and one semi-submersible rig. As a leader in offshore innovation and Managed Pressure Drilling (MPD) operations, all of our Drillships are equipped with fully integrated MPD capabilities.

Our core business values are focused on:

- Care: Ensuring the well-being of our team members and the environment.
- Innovations: Continuously advancing our technologies and methodologies.
- Performance: Delivering exceptional results in all our operations.

### About this code

Stena Drilling set the same high requirements and standards on our business partners as we place on our own business conduct and operations. By implementing this Code of Conduct (this "Code")

Stena Drilling strongly believe that it will create value for all parties and establish a sustainable long term relationship with our Suppliers and the societies in which we operate.

The standards set out in the Code are based on the International Bill of Human Rights <sup>1</sup>, UN Sustainable Development Goals, OECD standards for responsible sourcing of conflict minerals and the eight core ILO conventions as set out in the ILO Declaration on Fundamental Principles and Rights at Work.

This code applies to all suppliers, contractors, consultants, agents and joint ventures engaged in business with Stena Drilling (the "Supplier"). In addition to Suppliers who have a direct contractual relationship with Stena Drilling, the definition also includes the Supplier's sub-suppliers.

This Code shall be an integrated part of all agreements between Stena Drilling and its Suppliers. The Code defines the main principles underlying mutual business activities and is the minimum standard that Suppliers will follow when conducting business with Stena Drilling.

<sup>1</sup> i.e. The International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights

# APPLICABLE LAWS AND PROCEDURES

The Supplier shall respect and adhere to all applicable laws and regulations, and prevailing industry standards, as well as the requirements set out in this Code and any other contractual obligations to Stena Drilling. In the event of any contradictions between this Code, contractual obligations, or national laws, the more stringent requirement shall apply.

The Supplier shall ensure that any sub-suppliers supporting their businesses with Stena Drilling, comply with this Code or their own code of conduct, if equivalent conditions apply.

The Supplier shall work in a systematic way and have systems/policies and procedures in place to:

- Identify, address, and mitigate any risks related to the areas set out in this Code, adopt an action plan to ensure compliance with this Code if a risk is identified, and document the measures taken to comply with this Code,
- Ensure that all systems and procedures are continuously updated to comply with applicable national laws relevant for this Code,
- Ensure that the content of this Code is communicated to all employees, provide sufficient training to relevant employees and business partners when needed, and ensure that employees can report any violations of this Code (e.g. a whistleblowing system).

Stena Drilling or Stena Drilling's appointed third party may verify and assess the Supplier's compliance with this Code by conducting an audit at any time, subject to prior written notice. The Supplier shall provide Stena Drilling with all relevant information and allow Stena Drilling and the appointed third party to access its premises during normal business hours for the purpose of performing such an audit.

# STANDARDS AND SUSTAINABILITY PRINCIPLES

## 2.1 Human Rights

The Supplier shall respect and adhere to internationally- recognised human rights standards as reflected in the UN Guiding Principles for Business and Human Rights, namely the International Covenant on Civil and Political Rights <sup>2</sup>, the International Covenant on Economic, Social and Cultural Rights <sup>3</sup>, and other relevant instruments pertaining to the rights of specific groups and populations. The Supplier shall avoid causing or contributing to adverse human rights impacts through its operations, address such impacts when they do occur, and where possible, seek to prevent or mitigate adverse human rights impact linked to its business relationships with third parties.

## 2.2 Labour Standards

The Supplier shall respect and adhere to the ILO Declaration on Fundamental Principles and Rights at Work <sup>4</sup> and shall safeguard the human rights of its employees and treat them with dignity and respect. This applies to all employees, including part- time and temporary workers, migrant workers, student interns, contractors and any other forms of workers.

### *Freedom of association and the right to collective bargaining*

The Supplier takes all necessary and appropriate measures to ensure that workers can freely exercise the right to organise themselves. This means that the Supplier shall ensure workers have the right to form and join, or not to join, unions, and to negotiate working conditions collectively in accordance with national legislation. If national legislation prohibits the organisation of unions, the Supplier shall encourage alternative forms of representation, such as establishing internal committees or equivalent.

### *Forced labour and child labour*

Stena Drilling does not accept any form of forced labour, modern slavery, prison labour, or any other form of comparable labour in the Supplier's provision of goods or services. Forced labour is any kind of labour that individuals are forced to conduct against their will, or under threat of punishment. Subject to prior reasonable notice, workers must be able to end their employment at any time. Under no circumstances shall workers be forced to lodge money deposits or identification papers with their employer.

The employment of children is prohibited. The Supplier may not employ children of compulsory school age or those who have not yet reached the minimum age for employment in the respective country. Individuals under the age of 18 years may not perform work which by its nature or the circumstances in which it is being carried out, is likely to jeopardize their health, safety, or moral.

### *Fair labour conditions*

The Supplier shall provide all employees with a written contract outlining work duties, working hours, and wages. Workers are paid wages in accordance with applicable national law and industry standards. Wages shall be paid regularly, in full, at the agreed time, and directly to the employee.

### *Discrimination*

Equal treatment of all employees, regardless of gender, age, national or ethnic origin, pregnancy, disease, or disability, religion, sexual orientation, union membership, or political affiliation shall be a fundamental principle of the Supplier's corporate policy. The Supplier must ensure equal remuneration for women and men for work of equal value.

<sup>2</sup> [International Covenant on Civil and Political Rights](#)

<sup>3</sup> [International Covenant on Economic, Social and Cultural Rights](#)

<sup>4</sup> [ILO Declaration on Fundamental Principles and Rights at Work](#)

The Supplier shall provide a workplace free of harassment or abuse. Any form of violence, threats or destructive behaviour in the work place shall not be accepted. The Supplier shall have a procedure for receiving reports of workplace violence, harassment, threats, and all other types of workplace misconduct.

#### *Safe and healthy working conditions*

The Supplier shall be committed to the continuous improvement of its worksite and comply with all applicable health and safety regulations. The Supplier shall provide a safe and healthy work environment for all employees, contractors, and visitors. All work premises shall be regularly checked in order to maintain fire safety and employees shall be provided with relevant and functioning personal protective equipment.

The Supplier also ensures that documented fire and evacuation drills are carried out regularly, and that each employee receives adequate training for the safe execution of assigned tasks and has sufficient knowledge of safety and health issues, appropriate to their position.

Adequate sanitary facilities and first-aid arrangements are provided in the workplace. Free and clean drinking water is easily accessible at all times.

The Supplier shall have clear contingency plans for safety and health risks in the event of incidents/accidents. All incidents, accidents and near misses related to safety and health shall be reported and investigated. Preventive measures shall be implemented to avoid recurrence. The Supplier is required to have a safety and health policy/guideline.

### **2.3 Environmental principles**

The Supplier shall establish processes that address all significant impacts to the external environment and ensure compliance with all applicable environmental laws and regulations.

The Supplier shall promote the sustainable and ecologically sound use of resources respecting precautionary principles for the protection of the environment by;

- Using raw material and natural resources in a responsible way
- Preventing pollution
- Enhancing the effective use of energy and continuously strive to increase the proportion of renewable energy
- Minimising emissions of greenhouse gases occurring in its own operations, as well as its wider value chain
- Reducing emissions to air
- Decreasing water use
- Minimising waste production, increase recycled waste and work with material substitution and reuse of material to minimise environmental impact
- Ensuring the safe management of chemicals used in operations and products including the management of hazardous substances
- Monitoring, controlling and treating wastewater and solid waste according to applicable laws and local requirements before disposal

#### *Environmental Management System*

The Supplier shall follow a documented Environmental Management System (the “EMS”) including, at a minimum: an environmental and/or sustainability policy; a documented assessment of the supplier’s current environmental impact; and an action plan to reduce its impact. The EMS shall also include goals and actions for continuous improvement. The preferred level of the EMS is a current ISO 14001 certification.

## 2.4 Ethical Business and Anti-Corruption

### *Conflict of interest*

All business conduct shall be based on objective measures and not on individual interests. The Supplier undertakes to inform Stena Drilling of any possible conflict of interest between the Supplier's or its sub-supplier's employees and Stena Drilling's employees responsible for the purchase. A conflict of interest can arise when two persons have family ties, a personal relationship, or could in any other way benefit from the purchase.

### *Anti-corruption*

Honesty and integrity are an important cornerstone for Stena Drilling's business and Stena Drilling strictly forbids any form of corruption. Improper benefits or other forms of advantage shall not be given, offered, accepted, or promised, directly or indirectly, to or from anyone representing a business partner or third party.

This Code also prohibits any form of facilitation payment, even if such behaviour is legal under national law. Facilitation payment refers to the demand for an unofficial payment by a governmental official for the performance, or faster handling, of routine governmental duties such as issuance of a visa or permit.

### *Money laundering and financing of terrorism*

The Supplier shall ensure that its employees are familiar with applicable laws governing matters related to money laundering and the financing of terrorism, and that it has procedures in place to ensure compliant behaviour. This includes having a good knowledge of its business partners and sub-suppliers, as well as an understanding of the purpose of the business relationship.

### *Fair competition*

Stena Drilling expects the Supplier to honour the principle of an open market and fair competition, and that the Supplier does not enter into discussions or agreements with competitors on pricing, market sharing, or any other activities that violate rules on fair competition or antitrust.

### *Corporate Image and Reputation*

The Supplier shall act with the highest level of care to preserve Stena Drilling's image and reputation. Suppliers must not give the impression of representing Stena Drilling or mention the company in their advertising without prior written consent.

## 2.5 Conflict Minerals

The Supplier shall adopt policies and management systems conforming to the Organization for Economic Cooperation and Development (OECD) standards<sup>5</sup> for responsible sourcing, transparency, traceability and due diligence of the supply chains of so called "Conflict Minerals" (Tin, tantalum, tungsten and gold (3TG) mined in the Democratic Republic of Congo, as well as other named conflict zones around the world).

<sup>5</sup> [Economic Cooperation and Development \(OECD\)](#)

# INFORMATION SECURITY AND DATA PROTECTION

## Introduction

The Supplier Code of Conduct outlines the essential standards and requirements related to Information Security and Data Protection that all Suppliers must adhere to while conducting business with our organisation. These guidelines are designed to ensure the protection of sensitive information and the integrity of our data.

## Compliance with Laws and Regulations

Suppliers must comply with all applicable laws, regulations, and industry standards related to information security and data protection. This includes, but is not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other relevant data protection laws.

## 3.1 Information Security

Information is a valuable asset for Stena Drilling. Non-public information that that Supplier possesses through its work for Stena Drilling, from whatever source, must be kept confidential to prevent others from copying Stena Drilling's or the Supplier's work or obstructing relations with our customers or suppliers. Information security includes all information assets, regardless of how the information is stored – both electronic and physical storage.

The Supplier shall undertake all information security requirements necessary to mitigate the risks associated with the Supplier's access to Stena Drilling's information assets. The Supplier shall ensure that authorised users do not share accounts.

The Supplier is required to have a security policy, guidelines or an Information Security Management System, comparable to ISO 27001.

## *Additional information security agreements*

If the Supplier receives or manages information that is classified as restricted, confidential or highly confidential, it shall sign a Non-Disclosure Agreement.

### 3.1.1 Security Policies

Suppliers must establish, implement, and maintain comprehensive security policies that address the protection of information assets and data. These policies should be regularly reviewed and updated to keep pace with evolving security threats and regulatory requirements.

### 3.1.2 Risk Management

Suppliers must conduct regular risk assessments to identify, evaluate, and mitigate potential security risks. A documented risk management process must be in place to address identified vulnerabilities and ensure continuous monitoring of security controls.

### 3.1.3 Access Control

Suppliers must implement strict access control measures to ensure that only authorised individuals have access to sensitive information and data. Access controls should include strong authentication mechanisms, role-based access controls, and regular access reviews.

### 3.1.4 Incident Management

Suppliers must establish and maintain an incident management process to detect, respond to, and recover from security incidents. This process should include clear procedures for reporting incidents to our organisation and conducting post-incident analyses to prevent recurrence.



### 3.2 Data Protection

The Supplier shall process personal data in accordance with the applicable data protection laws. The Supplier shall at all times respect data subjects' rights to privacy, and special caution shall be taken when processing sensitive personal data <sup>6</sup>. The Supplier shall take adequate technical and organisational measures to ensure that the handling of personal data is compliant with applicable legislation. The Supplier shall immediately inform Stena Drilling of any data incidents involving personal data that Stena Drilling has shared with the Supplier.

A Supplier that processes personal data on behalf of Stena Drilling shall sign and comply with Stena Drilling's Data Processing Agreement.

#### 3.2.1 Data Classification

Suppliers must classify data based on its sensitivity and implement appropriate security measures to protect each classification level. Sensitive data should be encrypted both in transit and at rest to protect unauthorised access.

#### 3.2.2 Data Minimisation

Suppliers should only collect and retain the minimum amount of data necessary to fulfil their contractual obligations. Data should be anonymised or pseudonymised whenever possible to minimise the risk of exposure.

#### 3.2.3 Data Subject Rights

Suppliers must respect the rights of data subjects as outlined in applicable data protection laws. This includes the rights to access, rectify, erase, and restrict the processing of personal data. Suppliers must have processes in place to respond to data subject requests promptly.

#### 3.2.4 Third-Party Data Sharing

Suppliers must not share our organisation's data with third parties without our prior written consent. When sharing data with third parties, suppliers must ensure that appropriate data protection agreement are in place and that third parties adhere to the same security standards.

### 3.3 Employee Training and Awareness

Suppliers must provide regular training and awareness programme to their employees on information security and data protection. Training should cover such topics as phishing, password management, data handling, and incident reporting.

### 3.4 Continuous Improvement

Suppliers are encouraged to continuously improve their information security and data protection practices. This includes staying informed about emerging security threats, adopting new technologies, and implementing best practices in the industry.

<sup>6</sup> Sensitive personal data is personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.



## VIOLATIONS OF THIS CODE

Stena Drilling's relationship with its Suppliers is based on trust, honesty, and cooperation. If a violation of this Code, or any laws governing the areas set out in this Code, is identified (either through an external report) self-reporting or through an audit, Stena Drilling will provide advice regarding the conditions that need to be amended or improved.

The Supplier will then need to take immediate enhancing action according to Stena Drilling's instructions. If the Supplier does not take such action Stena Drilling shall have the right to terminate the agreement with the Supplier. Notwithstanding the above, Stena Drilling holds the right to cancel outstanding and future orders, or to terminate the agreement in case of a material breach of this Code.

If the Supplier becomes aware of, or identifies, any violations or misconduct by its sub-suppliers, the Supplier shall immediately inform Stena Drilling. The Supplier shall provide advice regarding the conditions that need to be amended or improved. If the sub-supplier does not take such measures, the Supplier must terminate the agreement with the sub-supplier.

### *Reporting*

The Supplier shall report any violation of this Code. All reports will be taken seriously, be investigated, and be kept confidential. Stena Drilling also encourages an active discussion with the Supplier on issues related to this Code. Reports of violations or other questions can be directed to the Procurement department:

Stena Drilling Ltd  
Procurement Manager  
Ulllevi House  
Greenbank Crescent  
East Tullos  
Aberdeen  
AB12 3BG  
Phone: +44 (0) 1224 234 270  
Email: [Graeme.kidd@stena.com](mailto:Graeme.kidd@stena.com)

Approved by Head of Procurement