



Business Partner & Supplier Code of Conduct Procedure

NEO-HRM-L3-PR-00034

Overview: This Business Partner and Supplier Code of Conduct sets forth the basic conduct and behaviour that the Company expects and requires from all its suppliers and business partners.

Revision:	Date:	Author:	Reviewer:	Approver:
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1 Introduction

NEO NEXT+ Energy Limited (the "Company") is committed to promoting an ethical and responsible business culture, and to ensuring that all its activities maintain the highest level of ethical standards.

In line with this commitment, we are dedicated to respecting human rights in our business operations. We will be guided by the United Nations Guiding Principles on Business and Human Rights (UNGPs), the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, as well as all internationally recognized human rights, including those set out in the International Bill of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

The Company seeks an open and transparent relationship with its suppliers and business partners and strives to be the best associate for all suppliers and business partners. The Company further strives to ensure that its ethical standards and commitment to responsible business culture, integrity and human rights, are reflected in its supply and value chain.

This Business Partner and Supplier Code of Conduct (hereinafter, the "Supplier Code of Conduct") sets forth the basic conduct and behaviour that the Company expects and requires from all its suppliers and business partners.

2 Purpose

This Business Partner and Supplier Code of Conduct sets forth the basic conduct and behaviour that the Company expects and requires from all its suppliers and business partners.

3 Scope

This Supplier Code of Conduct is applicable to all of the Company's suppliers and other business partners (including consultants, agents and other intermediaries) (hereinafter collectively referred to as "suppliers"). This includes suppliers' employees at all levels, board members, hired personnel, consultants and others who act on behalf of or represent the supplier.

In addition to the Supplier Code of Conduct, all suppliers are expected to comply with all applicable local and international laws and regulations as well as all contractual obligations towards the Company. Where differences exist between applicable laws, regulations, the Supplier Code of Conduct or contractual obligations, suppliers shall follow the strictest requirements.

Suppliers shall use their best efforts and influence towards ensuring that their own suppliers comply with the requirements and standards herein, including having in place policies and contractual obligations in this regard as relevant.

4 References

4.1 Internal References

Document Title	Number
Code of Conduct Employee Confirmation Form	NEO-HRM-L4-FO-00033

4.2 External References

Title	Number or link
Guiding Principles on Business and Human Rights (2011)	www.unglobalcompact.org/library/2
Transparency International Corruption Perceptions Index	https://www.transparency.org/en/

5 Revision History

Revision	Date	Issue Description / Changes
02	30/03/2026	Updated to NEO NEXT+
01	30/07/2025	First issue of new document

5.1 Review Frequency

This document is on a three-yearly review cycle, unless regulatory and/or operational or functional circumstances require a material change and earlier review.

The Document Approver shall decide the periodic review frequency and ensure the document is reviewed within that period.

6 Roles & Responsibilities

Role	Responsibility
Compliance Officer	<ul style="list-style-type: none"><li data-bbox="472 528 1390 595">Responsible for maintaining and enforcing the principles detailed in this procedure and the associated requirements
Contractors	<ul style="list-style-type: none"><li data-bbox="472 602 1401 642">Adhere to the principles detailed in this procedure and the associated requirements

7 Human Rights

Suppliers shall respect and promote fundamental human rights and decent working conditions within their business operations and supply and value chain as set forth in the UN Guiding Principles on Business and Human Rights (UNGP), the OECD Guidelines for Multinational Enterprises as well as obligations following from any applicable national laws, such as the Norwegian Transparency Act or the UK Modern Slavery Act 2015.

This means that suppliers shall avoid causing or contributing to adverse impacts on human rights and decent working conditions, as well as identify, assess and when necessary, cease, prevent or mitigate adverse impacts which they have caused, contributed towards, or that are directly linked to their suppliers and business partners. Human rights refer to, amongst others, the rights enshrined in the UN Covenant on Civil and Political Rights, the UN Covenant on Economic, Social and Cultural Rights, and the International Labour Organization ("ILO")'s core conventions on fundamental principles and rights at work.

The above means that suppliers shall follow, inter alia, these requirements:

- Forced labour: Not engage in or tolerate any form of forced labour or modern slavery. Workers shall be free to end their employment, and workers' identity papers, etc. shall never be deprived.
- Child labour: Not engage in or tolerate any form of prohibited child labour. Minimum age of workers shall not be less than 15 years (or above, if set out by local law). Children under 18 years must not perform any form of hazardous work, and other relevant legal requirements regarding minor workers shall be complied with.
- Treatment and personal freedom: Not engage in or tolerate any form of inhumane treatment, corporal punishment, use of violence, harassment or sexual harassment, and ensure the respect for personal dignity and personal freedoms.
- Discrimination: Encourage diversity in all its forms and provide equal opportunities for all workers and not discriminate anyone on the basis of ethnicity, gender, religion, sexual orientation, disability, political affiliation, union membership, marital status, pregnancy, age, etc.
- Right to organise: Respect the rights of workers to freely associate, join trade unions and bargain collectively. If such rights are limited by local law, suppliers shall facilitate and not hinder alternative mechanisms for free organising and negotiations.
- Remuneration: Compensate workers fairly and timely, and provide a living wage for its workers, which at minimum shall be at a rate equal or greater to the local minimum wage or industry standard. Local wage regulation, including when it comes to compensating overtime, shall be followed. Monetary penalties and deduction in salary as a disciplinary action is not accepted.
- Working hours: Ensure that daily and weekly working hours shall not exceed applicable legal requirements, including when it comes to overtime. Workers shall have at least one full day off per week, and daily rest time.
- Local population: Respect the rights of the local population, including the rights of vulnerable groups and indigenous peoples, including when it comes to use of land areas, water and natural resources.
- Routines: Have adequate guidelines, routines and training in place to ensure the fulfilment of human rights and decent working conditions, including routines for assessing and managing human rights risk in its operations and in its supply chain.

8 Health And Safety

Suppliers shall ensure a safe and healthy working environment for their workers and strive to prevent work related accidents, injuries and illness. This includes:

- Ensuring proper safety equipment for personnel and machinery, and safe, clean and acceptable facilities.
- Identifying and assessing any possible risk situations in the workplace and minimize their possible impact on the proper execution of plans and processes.

- When it is difficult to do the work safely and in the manner set out in the Company's procedures, immediately inform those responsible for the service or operation.
- Provide their personnel with the resources and training needed to do the work safely.
- Report as soon as possible any accident or injury that may occur and cooperate transparently with the investigation.
- Foster among their personnel the proactive identification of any unsafe situation or action that may pose a risk to the integrity of people or installations.

9 Environment

Suppliers shall be committed to protecting the environment and to promoting sustainable development. Suppliers shall strive to operate in an environmentally responsible manner and to prevent and minimize any harmful effects on nature and the environment.

10 Anti-Corruption

The Company has zero tolerance for all forms of corruption. Suppliers shall refrain from and work against any form of embezzlement, extortion or corruption, including bribery, kickbacks and facilitation payments. This includes refraining from offering or accepting gifts, benefits, reimbursements, hospitality or

entertainment that would constitute a violation of applicable anti-corruption laws, or that could be perceived as an improper attempt to influence business decisions or to gain an improper advantage. Suppliers shall exercise adequate due diligence procedures in its commercial relationships with third parties and increased caution when government officials are involved.

All accounting information shall be correct, registered, and recorded in accordance with applicable laws and regulations.

11 Money Laundering & Terrorist Financing

Suppliers shall not take part in any form of money laundering and terrorist financing structure and shall ensure that financial transactions are not used for those purposes. Where suppliers have grounds to suspect that a transaction may be a form of money laundering or terrorist financing, they shall report any such suspicions to the relevant authorities in accordance with applicable laws and regulations.

12 Data Protection

Suppliers shall ensure that all uses of personal data, such as collection, registration, comparison, storage and deletion, take place in accordance with applicable laws and regulations, including the EU General Data Protection Regulation (GDPR).

13 Fair Competition & Business Practices

Suppliers shall support the principles of fair competition and comply with applicable anti-trust and other competition laws and regulations. This includes that no supplier shall be part of any illegal price cooperation or market sharing.

To foster a competitive bidding environment, sufficient advance notice of opportunities should be given to potential qualified responsible contractors/sub-suppliers.

14 Sanctions & Trade Regulations

Suppliers shall comply with relevant sanctions regimes, export control regulations and other international trade regulations.

15 Conflict of Interest

Suppliers shall avoid all conflicts of interest while working for, or together with, the Company. A conflict of interest occurs when a representative of a supplier seeks to further his/her personal interest, including that of a friend or relative, due to his/her position as a representative of the supplier.

16 Whistleblowing

Suppliers shall comply with all applicable laws regarding whistleblowing. Suppliers shall have systems in place for dealing with whistleblowing, which protect whistleblowers, including protecting their confidentiality and protecting them from retaliation or detrimental treatment as a result of making a disclosure.

17 Information

Suppliers shall provide relevant information and documentation upon the request of the Company, including information regarding sub-suppliers and supply chain risks. Records of audits undertaken of the suppliers' supply chain shall be available on request.

18 Reporting & Breaches

Suppliers shall immediately report any breach or suspected breach of the Supplier Code of Conduct that the supplier is aware or made aware of, including regarding breaches in its supply chain. If a supplier faces a dilemma or has any doubts regarding the above, the supplier is also advised to contact the Company.

In cases of conflicts or breaches of the Supplier Code of Conduct, suppliers shall take the necessary corrective actions in a timely manner at no cost of the Company. This may include a requirement to change sub-supplier(s) that do not comply with the requirements of the Supplier Code of Conduct, and/or the obligation to collaborate with necessary audits or investigations at own or sub-suppliers' premises.

Failing to comply with the Supplier Code of Conduct is viewed as a serious matter, which may lead to termination of the agreement(s) with the supplier, claims for appropriate compensation, disqualification as a supplier, and reporting to relevant authorities.

19 Confirmation

Suppliers of the Company are required to confirm their acceptance of the Company's Business Partner & Supplier Code of Conduct Procedure.

Appendix 1: Abbreviations & Definitions

Abbreviations

Abbreviation	Definition
GDPR	General Data Protection Regulation
HR	Human Resources
ILO	International Labour Organisation
UNGP	United Nations Guiding Principles on Business and Human Rights

Definitions

Term	Definition
Shall	A mandatory action (do not use “will” or “must”)
Should	Refers to best practice and highly recommended action (do not use “could”)
May	An optional action, and usually clarified with an example (do not use “might”)
Operated	NEO NEXT+ Energy Limited is the duty-holder for installation, wells, pipelines (or combination thereof)
Operated-outsourced	NEO NEXT+ Energy Limited holds the licence, but another company is the duty-holder for the installation, wells, pipelines (or combination thereof)
Operated By Others	NEO NEXT+ Energy Limited has a Joint Venture Agreement through equity share, but is not duty-holder