



Competition laws compliance policy

Legal Department

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1. INTRODUCTION

All entities affiliated to the Tekna group (collectively, “**Tekna**” or the “**Company**”) are subject to the Competition laws of all countries in which Tekna conducts business (collectively, the “**Competition Laws**”), such as the *The Canadian Competition Act* ; *The Norwegian Competition Act*, *The Treaty on the Functioning of the European Union*, *the EEA Agreement* collectively, along with local and domestic legislation, and other applicable laws.

The Competition Laws aim to maintain and encourage effective competition. Effective competition benefits all of us by ensuring competitive prices, service and quality, and by encouraging greater innovation. The Competition Laws are intended to maintain a competitive marketplace by prohibiting or regulating certain activities that might reduce or prevent competition or harm consumers.

Although the scope and content of Competition Laws may vary from region to region, generally speaking two principles will form the basis of the law:

- (i) The prohibition of anticompetitive agreements and practices;
- (ii) The prohibition of abuse of a dominant position or substantial market power.

2. PURPOSE

This Competition Compliance Policy (the “**Policy**”) has been established so that Tekna complies with the Competition Laws that apply to its business.

It includes practical advice concerning rules of conduct that will help our business anticipate and prevent contraventions before they occur and detect and report contraventions if they do occur.

3. SCOPE

This Policy applies to all Tekna’s directors, officers and employees at all levels of the business, (collectively Tekna’s “**Representatives**”), in their daily business activities. Compliance with the laws protects not only Tekna’s business, but also each Representative individually.

4. TEKNA’S COMMITMENT AND REPRESENTATIVES’ RESPONSIBILITY FOR COMPLIANCE

4.1. TEKNA’S COMMITMENT

Tekna commits to compete fairly across all its business operations and engage to not use prohibited practices that negatively impact market competition. Tekna commits to do business with diligence and awareness of the Competition Laws principles, especially when operating in the areas of risk listed below.

4.2. DO AND DON'T GUIDELINES

This Policy includes conduct guidelines in Schedule B in the form of Do's & Don'ts do that will help to create effective awareness among the Representatives of Tekna about the compliance of Competition Laws in their day-to-day activities (the "**Do's & Don'ts Guidelines**").

4.3. REPRESENTATIVES' RESPONSIBILITY FOR COMPLIANCE

It is the personal responsibility of all Representatives to conduct their activities on behalf of Tekna's business in compliance with both the letter and the spirit of the Competition Laws and this Policy and to ensure their conducts respect the Do's and Don'ts' Guidelines.

No Representative has the authority to engage in any conduct, or knowingly permit a subordinate to engage in any conduct, that contravenes the Competition Laws or this Policy.

4.4. TRAININGS

Tekna's Representatives may be required to participate in periodic training programs to ensure that the Policy is well understood.

All Tekna's Representatives must certify:

- (i) that they have read and understand this Policy,
- (ii) that they are not aware of any violations of the Policy that have not previously been reported, and
- (iii) to the extent this falls within their scope of responsibilities, that their local or departmental operating procedures adequately implement the Policy.

5. AREAS OF RISK

In general, 7 areas of risks have been identified when dealing with Competition Laws:

- (i) Dealings with competitors (horizontal agreements)
- (ii) Dealings with customers (vertical agreements)
- (iii) Dealings with suppliers (vertical agreements)
- (iv) Dealings with business representatives and agents (vertical agreements)
- (v) Dominant market positions
- (vi) Public procurement bids
- (vii) Merger, acquisitions and joint-ventures

6. PROHIBITED CONDUCTS BY AREA OF RISKS

Some conducts are prohibited according to the Competition Laws. Below is a non-exhaustive list of conducts, classified by area of risk, that are or can be prohibited conducts according to the Competition Laws.

6.1 HORIZONTAL AGREEMENTS: DEALING WITH COMPETITORS

Prohibited conducts:

- (i) *Price-fixing agreements*, which is fixing prices in collusion with competitors;
- (ii) *Market or customers division/allocation agreements*, which are agreements among competitors relating to the redistribution of customers and the division of the market territory;
- (iii) *Customers or suppliers restriction agreements*, which are agreements among competitors to boycott some customers or to refuse to deal with some suppliers;
- (iv) *Exchange of commercially sensitive information without a legitimate reason*, which includes, among other things, customer lists, financial information, marketing strategies and supply chain information.

6.2 VERTICAL AGREEMENTS: DEALINGS WITH SUPPLIERS, CUSTOMERS AND BUSINESS REPRESENTATIVES

Prohibited conducts:

- (i) *Re-sale price restrictions*: which require a buyer to fix a certain price when reselling the purchased product;
- (ii) *Territory or customer restrictions*, which impose restrictive conditions on reseller, such as prohibiting resale to any territory or customer group;
- (iii) *Profit-sharing restrictions*, which restrict the buyer's right to a share of the profits from the resale;
- (iv) *Information-sharing restrictions*, which require a buyer to provide sensitive customer or other business information.

6.3 DOMINANT MARKET POSITIONS

Prohibited conducts:

- (i) *Abuse of dominance*, which can result in foreclosing access by a competitor to scarce facilities or resources, refusal to supply, exclusivity arrangements with suppliers or customers, predatory pricing designated to eliminate a competitor, meet-or-release clauses, and long-term supply contracts;
- (ii) *Abuse of collective dominance*, which can occur when two or more firms jointly or collectively hold a dominant position and agree to obstruct the market by performing acts of dominance abuse such as foreclosing access by a competitor to scarce facilities or resources, refusal to supply, exclusivity arrangements with suppliers or customers,

predatory pricing designated to eliminate a competitor, meet-or-release clauses, and long-term supply contracts.

6.4 PUBLIC PROCUREMENT BIDS

Prohibited conducts:

- i. *Bid rigging*, which includes cover bidding, bid suppression, bid rotation, market division and subcontracting.

6.5 MERGER, ACQUISITIONS AND JOINT-VENTURES

Merger, acquisitions and joint-ventures can raise many concerns since it involves most of the time the collaboration of competitors. Breaches to Competition Laws could be observed if these strategic operations are used for instance to set up a market dominance which can lead to any sort of abuse or unfair competition behaviors on the marketplace.

7. INVOLMENT OF LEGAL DEPARTMENT

The Legal Department is available to respond to questions and concerns involving area of risks and prohibited conducts and to provide guidance on the drafting of sensitives agreements clause.

When dealing with sensitive areas or in the event Competition Laws issues could arise in the context of certain projects or contracts, Tekna's Representatives shall, as soon, as possible, seek advice from the legal department.

8. AUDITS, REPORTING AND MONITORING

8.1. AUDITS

Tekna will conduct periodic or ad hoc compliance audits or event-triggered investigations as appropriate to confirm whether Tekna's business is fully complying with the Competition Laws and this Policy is being implemented properly and operating effectively. Audits may be conducted internally by Tekna, or externally by retained third parties.

8.2. REPORTING AND MONITORING

The management shall ensure that this Policy is reviewed and evaluated periodically, and that the Policy is updated when issues arise, when there are new developments in the laws or the business activities of the Company, and when opportunities for improvement are detected.

If a Tekna's Representatives become aware of a breach or possible breach of this Policy or the Competition Laws, they must report it immediately, as soon as they become aware of such violations. It is usually in everyone's best interests to "come clean" as soon as possible: Tekna may be able to reduce any potential exposure by seeking leniency or immunity, both for the Company and for the Representative, by reporting the matter early to the competition authorities.

All Representative complaints or reports of violations must be addressed to the VP Legal Affairs. All reports received will be promptly and fully investigated. No person who, in good faith, reports improper practices or questionable acts in accordance with this Policy will suffer reprisals or retaliation of any kind, including dismissal, demotion, suspension, threats, harassment or any other manner of discrimination in the terms and conditions of employment.

10. DISCIPLINARY PROCEDURES

The disciplinary procedures regarding violations of this Policy are as follows:

Anyone who engages in conduct that contravenes the Competition Laws or this Policy may be subject to appropriate disciplinary or corrective measures, up to and including dismissal. Any manager or supervisor who fails to take reasonable steps to prevent or detect contraventions will also be subject to discipline. During any investigation period, the Representative may be suspended from work or office, with or without pay.

Tekna may also initiate legal action for damages where appropriate.

A Tekna's Representative who breaches this Policy or who violates Competition Laws will not be indemnified or saved harmless in any manner by Tekna, nor will Tekna provide any contribution to the costs incurred by the Representative in defending any action for breach of Competition Laws or this Policy by any civil or criminal authority.

11. SANCTIONS

A contravention of the Competition Laws, whether civil or criminal, can have serious legal consequences for Tekna's business and its Representatives.

For example, contraventions can both:

- (i) Expose the Company to significant criminal fines or civil administrative monetary penalties, orders from the courts or other regulatory entities that prohibit the continuation of the practice, and/or impose other obligations on the Company, and the recovery of damages by private parties.
- (ii) Expose individuals convicted of criminal offences to fines and imprisonment, or to administrative monetary penalties.

SCHEDULE A
COMPETITION LAWS COMPLIANCE POLICY

DO'S AND DON'TS GUIDELINES

In their day-to-day activities, Tekna's Representatives shall bear in mind a non-exhaustive list of do's and don'ts in competition law. The first part of these Guidelines relates to general guidelines, the second part serves as a guide for drafting correspondence and other (written) documents.

GENERAL GUIDELINES

Do's

- Compete independently, ethically and in compliance with all applicable Competition Laws and regulations, including antitrust laws
- Be alert to those situations that may require advance legal review, such as terminating a customer, responding to governmental inquiries, pricing the same product differently to direct competitors, entering into agreements with a competitor, etc.
- If restricting agreement terms are necessary when dealing with suppliers, customers and agents, seek advise from the Legal Department to ensure the legality of the clauses.
- Bring legal issues to the Legal Department before you act and seek the counsel of the Legal Department when in doubt.
- Remember that agreements regulated by Competition Laws can be presented in written, oral and even implicit form.
- Send notes of any meetings undertaken with competitors to the Legal Department (including discussions during exhibitions, industry association meetings etc).
- It is acceptable to discuss with Tekna's competitors about general market trends or general technical developments that are known to be of common knowledge in the industry.
- However, be prepared to cut the discussion short, should one of the competitors shares or tries to discuss about prices, market shares, customers' relations, suppliers' relations, boycotting any customer or supplier or about any subjects which, in your hands, would raise suspicion about compliance to Competition Laws or would impact competition unduly. Refuse, tell them to stop and inform immediately the Legal Department.
- Always identify the public sources of the used information about competitors to be clear about the fact that the information does not come from the competitors themselves.

- If the company is in any dominant market position, seek help from the Legal Department if some business activities may be predatory, exclusionary or disciplinary towards one or more competitors or may significantly impact competition on the marketplace.
- Immediately return commercially sensitive information that you have received from one of your competitors stating that you do not wish to ever receive such information (again).

DON'TS

- Discuss or share market/competition information and operations which are not publicly available and/or are related to one or more of the following topics:
 - *prices, price policy, sales conditions;*
 - *credit facilities and billing policy;*
 - *company profits or profit margins;*
 - *costs (structure);*
 - *market shares;*
 - *(intended) participation, or non-participation to tender procedures;*
 - *range of areas where one is active;*
 - *existing and potential customer relations;*
 - *existing or future suppliers;*
 - *(intended) refusal to enter into an agreement with certain suppliers;*
 - *nature and amount of marketed products and services;*
 - *new products or (intended) product innovations;*
 - *new services or (intended) service innovations*
- Receive or accept confidential business information about competitors.
- Use expressions implying guilt and remorse such as "Please destroy after reading".
- Make any agreements with a competitor related to prices, market shares, customers' relations, suppliers' relations, boycotting any customer or supplier or any agreements that would impact competition unduly.
- Impose restricting terms when dealing with suppliers, customers and agents such as re-sale price restrictions, territory or customer restrictions, profit-sharing restrictions, and information-sharing restrictions without consulting the Legal Department.
- Adopt any bid-rigging behavior such as cover bidding, bid suppression, bid rotation, market division and subcontracting.

**GENERAL GUIDELINES FOR DRAFTING CORRESPONDENCE
AND OTHER (WRITTEN) DOCUMENTS**

Do's

- Prior to documenting commercially sensitive matters, consult the Legal department.
- Recognize that all written communications, including calendar appointments and emails, may potentially come under scrutiny by a competition authority and become public.
- Maintain a positive tone in your writing (e.g., use phrases like "we will expand our market share").
- When discussing competitors, opt for language that avoids direct references (e.g., use "we will expand our market share" instead of "we will seize market share from X").
- Consistently assess your documents from the perspective of a competition authority and avoid prohibited contents mentioned in these Guidelines.
- When uncertain about the sensitivity of your documents, consult one the Legal department.

DON'TS

- Avoid using language that could cast Tekna in a negative light (e.g., "please destroy after reading" or terms like "exclude," "boycott," "eliminate," "dominate," or "gentlemen's agreement").
- Refrain from employing language that implies market dominance (e.g., "we will dominate the market" or "we have effectively eliminated the competition").
- Steer clear of language that may be considered unfavorable within the context of competition law (e.g., "following our discussions with competitor X regarding market balance restoration").
- Note that the absence of a physical paper copy of a document does not automatically mean it is no longer accessible. Each document should be treated with caution.