Code of Conduct

for ULSTEIN's Business Partners v. 09

Each of ULSTEIN's business partners, including, customers, suppliers (including product and service providers), contractors, subcontractors, distributors, agents and other intermediaries, consultants and joint venture partners (the "Business Partner(s)") is recognized as an important member of the worldwide team contributing to ULSTEIN's success. In order to provide superior products and services in a responsible manner, we require our Business Partners to meet our high expectations for ethics and compliance. This code of conduct (the "Code of Conduct") sets forth our expectations and requirements for each of our Business Partners and aligns with the expectations we maintain for our own directors, officers, employees and representatives. Our goal is to develop relationships with Business Partners who share our high corporate values of trust, integrity, teamwork, accountability and reliability, and conduct business in a lawful and ethical manner.

ULSTEIN's Business Partners are expected to have compliance and ethical standards that are compatible with this Code of Conduct and to require the same from their own set of business partners, especially those that conduct business for ULSTEIN. This Code of Conduct is not intended to be an exhaustive list of all ethical and business conduct requirements to be followed by our Business Partners. You are responsible for ensuring that your officers, directors, employees, representatives, and business partners understand and comply with applicable laws and this Code of Conduct.

ULSTEIN is committed to respecting internationally recognized human rights and decent work conditions in our own business operations as well as in our value chain. ULSTEIN is a member of the UN Global Compact and endorses internationally recognized human and labour rights, including the Universal Declaration of Human Rights, the UN Convention on Civil and Political Rights and the UN Convention on Economic, Social and Cultural Rights, the ILO Declaration on Fundamental Principles and Rights at Work and ILO's core conventions. ULSTEIN further endorses the OECD Guidelines for Multinational Enterprises, the UK Modern Slavery Act and the Norwegian Transparency Act.

We expect and require our Business Partners to do the same and we aim to only work with partners which fulfil these requirements.

This Code of Conduct shall form an integral part of any agreement, purchase order and/or order confirmation to which this Code of Conduct forms a part (hereinafter collectively referred to as the "Agreement"). In the event of conflict between this Code of Conduct and the Agreement, the stricter requirement shall apply, unless otherwise expressly agreed in writing by ULSTEIN.

ULSTEIN takes a partnership approach to Business Partners in an effort to pursue this Code of Conduct by proactively seeking continuous improvement on the part of Business Partners within the areas covered by this Code of Conduct. If Business Partners fail to comply with the Code of Conduct, ULSTEIN's general policy is to first encourage improvement before termination of business relationships. Failure to comply with this Code of Conduct may, however, result in termination of business relationships and the Agreement.

COMPLIANCE WITH LAWS

ULSTEIN strives to conduct its business with integrity, respecting the laws, cultures, dignity and rights of individuals in all countries where we operate.

As ULSTEIN's Business Partner you must conduct your business in compliance with applicable national and international laws, regulations and conventions. You must further conduct your business in a responsible and ethical manner, and in accordance with this Code of Conduct during the cooperation and/or performance of any work and/or services for ULSTEIN. Upon ULSTEIN's written request you must confirm such compliance in writing and provide a written statement on the current situation relating to human rights, labour rights and other subjects covered in this Code of Conduct and perform proportionate due diligence assessments to identify potential adverse impacts associated with your activity. You must, where relevant to your relationship with ULSTEIN and in a risk-based and proportionate manner, impose explicit and clear obligations on your own business partners that are directly linked to the goods, services or activities provided to or performed for ULSTEIN, to ensure compliance with applicable laws and regulations not less strict than the obligations set out in this Code of Conduct.

HUMAN RIGHTS & ANTI-DISCRIMINATION

Competent and motivated employees are vital to ULSTEIN's success. ULSTEIN works to ensure that the unique contributions each employee brings to the company are encouraged.

As ULSTEIN's Business Partner you must respect and comply with internationally recognized human rights and ensure that all your employees and all personnel of your business partners are treated equally and fairly. You must prohibit discrimination, harassment, sexual harassment and retaliation, and ensure that equality of opportunities is based on merit, irrespective of gender, pregnancy, ethnicity (including national origin, descent, skin colour and language), disability, sexual orientation, religion, belief, political opinion, or similar.

ULSTEIN will not engage or employ people against their own free will or let anyone do so on our behalf. As ULSTEIN's Business Partner you must refrain from any use of involuntary, bonded, forced, prisoned, indentured labour, or workers subject to any form of physical, sexual or psychological compulsion, exploitation or coercion, and not engage in or abet trafficking of persons. All work must be voluntary, and workers must be free to leave upon reasonable notice. In addition, workers or potential workers should not be subjected to any medical tests that could be used in a discriminatory way.

Any use of child labour must comply with internationally recognized standards such as UNICEF's guidelines, ILO Conventions and recommendations, as well as local legislation. However, child labour shall not be used in any event where the child is younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher. Workers under the age of 18 shall not perform hazardous work or any work likely to jeopardise their health, safety, education or development. Where young workers are subject to compulsory education laws, they may work only outside of school hours. In cases where child labour occurs, you must develop programmes that provide for the transition of any child found to be performing child labour, to enable her or him to attend and remain in quality education until no longer a child. If applicable, you must adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that

have been verified as conflict free, and to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to ULSTEIN when requested.

LABOUR RIGHTS

As ULSTEIN's Business Partner you must commit to avoid social dumping and ensure that your employees and hired labour, agents, servants and subcontractors, including subcontractor's personnel, are and will be treated in a fair and lawful manner.

You must ensure that your employees', agents', servants' and subcontractors', including subcontractor's personnel's, working hours, safety and working environment is and shall remain in compliance with applicable national and international laws, regulations and conventions, including but not limited to ILO's core labour conventions.

As ULSTEIN's Business Partner you must ensure that you will not charge workers recruitment fees or utilize firms charging workers such fees, and not utilize fraudulent or misleading recruitment practices, and not hold or destroy a worker's identity or immigration documents and provide workers with terms and conditions of employment in a language the worker understands. Upon termination or expiry of employment, you must, where required by applicable law or contract, reimburse return transportation costs for workers recruited from outside the country of employment.

Further, you must comply with the following, non-exhaustive, list of labour rights:

- Working hours are not to exceed the maximum set by local law. Overtime shall be limited and voluntary.
- Wages paid for a normal work week shall be sufficient to meet the basic needs of personnel and to provide a fair income above the minimum wage.
- In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates.
- Deductions from wages shall not be permitted as a disciplinary measure.
- The basis on which workers are paid is to be specified in a timely manner via a pay stub or similar documentation.
- All workers shall be provided with a written contract outlining their wage conditions and method of payments before entering employment, in a language they understand. Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short-term contracting (such as contract labour, casual labour, or day labour) or other labour relationships.
- Proper reporting mechanisms and processes for addressing grievances for workers and possibly affected stakeholders shall be implemented and you must ensure that no retaliation occurs against anyone who speaks up in good faith to ask questions, raise a concern, report a suspected violation or participate in an internal company investigation.

FREEDOM OF ASSOCIATION

ULSTEIN acknowledges all employees' right to form and join trade unions of their own choice. We have a long tradition of including and involving employees and their unions and believe this improves decision-making processes.

As ULSTEIN's Business Partner you must respect and uphold your employees' freedom of association involving entitlement to be, or refrain from being, union members and to be represented in collective bargaining agreements.

HEALTH AND SAFETY

Safe operations are of paramount importance to ULSTEIN, and we are committed to providing a safe workplace for our employees and Business Partners.

As ULSTEIN's Business Partner, you must ensure that your employees and hired labour are provided with a healthy work environment and a safe and secure workplace in compliance with internationally recognized health and safety management principles and practices as well as applicable law, and not to adversely affect the local community. Worker exposure to potential safety hazards must be minimized. Procedures and systems must be in place to prevent, manage, track and report occupational injury and illness.

You must ensure that your workers are provided with ready access to clean toilet facilities, water fit for human consumption and sanitary food preparation, storage, and eating facilities. If housing is provided or arranged, it must meet host country safety standards.

ENVIRONMENT

As ULSTEIN's Business Partner, you must comply with international and national environmental legislation, standards and discharge permits. We expect you to work according to internationally recognized environmental management principles and aim for continuous improvement to minimize your business' environmental impact.

ULSTEIN encourages you to use environmentally friendly technologies, materials, products and services and to minimize harmful discharge, emissions and waste production in a lifecycle perspective.

FAIR COMPETITION

ULSTEIN is committed to fair and open competition and to not engage in any activities that involve unlawful obtaining, receiving, using or sharing non-public competitively or commercially sensitive information. ULSTEIN does not tolerate violation of any antitrust laws and regulations and strictly prohibits anti-competitive agreements or conduct, including fixing prices, restricting the supply of goods or services, bid rigging and market sharing.

As ULSTEIN's Business Partner, you must ensure free and fair competition and compliance with all relevant competition laws and regulations.

BRIBERY AND CORRUPTION

ULSTEIN prohibits any provision, offering or accepting of bribes to any person, whether private or public, either directly or through any third party.

As ULSTEIN's Business Partner, you must uphold high standards of business ethics, respect local and international laws and not engage in any form of corruption, bribery, fraud or extortion. ULSTEIN considers facilitation payments as a form of corruption and is committed to refrain from such payments.

In recognition of the principles of (i) the Norwegian Penal Code (in particular paragraphs 387, 388 and 389); (ii) the United States Foreign Corrupt Practices Act ("FCPA"); (iii) the UK Bribery Act 2010; and (iv) any other applicable laws relating anti-bribery and corruption laws of any country in which you perform work under this Agreement, you must ensure compliance with such laws and warrant that neither you, nor any of your respective officers or directors are subject to any action, proceedings or any administrative or judicial investigation or inquiry from any competent authority which would relate to violation of any anti-corruption or anti-bribery laws or regulations. As ULSTEIN's Business Partner, you must not, in order to obtain or retain business or any advantage in the conduct of business, offer, promise or give,

directly or indirectly, any undue advantage, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion, to any public official (or a third party) to make the public official act or refrain from acting in relation to the performance of his/her duties.

BUSINESS GIFTS AND ENTERTAINMENT

ULSTEIN does not allow gifts, entertainment or hospitality where giving or accepting them could influence business decisions, violate any applicable laws or the policies of the recipient company, or cause others to perceive such influence or violation. ULSTEIN does not expect gifts, entertainment or hospitality from any of our Business Partners.

As ULSTEIN's Business Partner, you must not offer, promise or give, directly or indirectly, to any ULSTEIN customer, employee, representative, or other Business Partner, or anyone closely related to such persons, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion, expenses or any other favours unless of minimal value and unrelated to situations of contract bidding, evaluation or award. Hospitality may only be accepted or offered if it is in combination with a business meeting or there is another clear business reason for attending, and the expenditure is within reasonable limits.

MONEY LAUNDERING

ULSTEIN is committed to conduct its business with high integrity and is committed to comply with all applicable anti-money laundering laws.

As ULSTEIN's Business Partner, you must ensure compliance with all applicable anti-money laundering laws, including but not limited to the Norwegian Penal Code, and warrant that neither you, nor any of your respective officers or directors are subject to any action, proceedings or any administrative or judicial investigation or inquiry from any competent authority which would relate to violation of any anti-money laundering laws or regulations.

SAFEGUARDING OF PROPERTY, INFORMATION AND ASSETS

ULSTEIN's property, information and assets must be secured by adequate protective measures. Our information and assets must be used solely for legitimate business purposes and in accordance with the Agreement. This applies to both tangible assets such as equipment and material, and intangible assets such as intellectual property and confidential information.

As ULSTEIN's Business Partner, you must respect the intellectual and other property rights of ULSTEIN and of third parties, including patents, trademarks and copyrights and comply with all applicable agreements, laws and regulations governing the protection, use and disclosure of ULSTEIN's proprietary, confidential and personal information.

DATA PROTECTION AND PRIVACY

ULSTEIN is committed to protect the personal data of our and our Business Partner's employees. As ULSTEIN's Business Partner, you must respect the privacy rights and secure the data of ULSTEIN's and ULSTEIN's other Business Partners' employees, (the "Data"), and implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of the Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Data, misuse of or unlawful processing of Data, and to protect your operations and facilities against exploitation by criminal or terrorist individuals and organizations.

Where you process Data on behalf of ULSTEIN, you shall only do so in accordance with ULSTEIN's documented instructions and a separate data processing agreement satisfying applicable data protection laws, including requirements relating to confidentiality, security measures, use of sub-processors, assistance with data subject rights, personal data breach handling, audits, and return or deletion of personal data upon termination.

CYBER SECURITY

As ULSTEIN's Business Partner you must, where relevant, prevent and mitigate the risk of cyber security incidents by implementing and maintaining reasonable, appropriate and proportionate technical, operational and organisational measures to manage risks to the security of network and information systems and digital environments in compliance with the International Maritime Organization's (IMO) Guidelines on Maritime Cyber Risk Management and applicable laws. Such measures shall, where relevant, include risk analysis and information system security, incident handling, business continuity and disaster recovery, supply chain security, secure acquisition, development and maintenance of systems, vulnerability handling, access control, cyber hygiene and appropriate training. You must have appropriate plans and procedures to respond efficiently and effectively to a cyber security incident, regularly review and document the effectiveness of your measures, and maintain records evidencing the same.

Upon becoming aware of a cyber security incident that affects or may reasonably affect ULSTEIN, ULSTEIN's data, systems, products, services, vessel projects, or ULSTEIN's ability to comply with applicable notification or reporting obligations, you must notify ULSTEIN without undue delay and provide reasonable assistance, including relevant information on the nature, severity and impact of the incident, indicators of compromise where available, mitigation measures taken or planned, and contact details for follow-up.

TRADE CONTROLS & CUSTOMS MATTERS

As ULSTEIN's Business Partner, you must not transfer technical information obtained from ULSTEIN to any third party without the express, written permission of ULSTEIN, and you must comply with applicable trade control laws and regulations in the import, export, reexport or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities.

CONTROLLERSHIP & TAX LAW

As ULSTEIN's Business Partner, you must ensure that all invoices and any customs or similar documentation submitted to ULSTEIN, governmental authorities and/or auditors in connection with transactions involving ULSTEIN, accurately describe the goods and services provided or delivered and the price thereof, to ensure that all documents, communications and accounting are accurate and honest and not to take or participate in any actions that may be viewed as tax evasion or the facilitation of tax evasion.

SANCTIONS AND TRADE RESTRICTIONS

International and economic sanctions impose restrictions and prohibitions against specific countries over sale, supply, transfer, provision or export, directly or indirectly, of certain goods, technology, software, services and funds, as well as brokering services and technical assistance, including disclosure of information. Sanctions laws also prohibit dealings with certain parties, who are specifically designated by governments for sanctions restrictions.

As ULSTEIN's Business Partner, you must comply, and take all reasonable steps to ensure compliance, with all applicable economic sanctions and trade restrictions, including export controls. This means that you, *inter alia*, shall not sell, distribute, disclose, release, receive or otherwise transfer any

item, technology, software, services or funds to or from (1) any country or territory subject to comprehensive or country-wide sanctions from time to time, including but not limited to Crimea, Russia, Cuba, Iran, North Korea, Sudan and Syria; (2) any third party located in such countries or territories; (3) any person, entity or organization subject to blocking, asset freeze or other restrictive measures issued by the EU and/or its member states, the UN, the US, the UK, Norway (including third parties owned 50% or more by, or controlled, as applicable, by such third parties) or other sanctions authorities that may be relevant for the business relationship with ULSTEIN.

Subject to applicable laws, you must ensure not to supply any item or technology to ULSTEIN that are sourced directly or indirectly from any territory, country or third party which is subject to sanctions. If you become aware of any person, entity or organization within your supply chain or wider business operations who is or may be subject to sanctions, you must immediately notify ULSTEIN to discuss appropriate action.

As ULSTEIN's Business Partner, you acknowledge that any hardware, software, technology or services transferred under the Agreement, may be subject to the U.S. export control restrictions and by signing the Agreement, you represent and warrant that you have implemented and will adhere to appropriate procedures to comply with such U.S. restrictions and not export, re-export, re-transfer or otherwise dispose of items transferred to ULSTEIN (including releases of such items to persons who are not U.S. citizens or permanent residents, wherever located) except in compliance with the licensing and other applicable requirements of the appropriate U.S. export regulations. You further agree to fully cooperate with ULSTEIN in an effort to determine if any hardware, software, technology or services are subject to U.S. export control.

This clause shall apply regardless of the legality of such a transaction under local law.

CONFLICT OF INTEREST

A conflict of interest occurs when personal relationships, participation in external activities or interest in another venture can influence or could be perceived to influence a person's decision making.

As ULSTEIN's Business Partner, you and your employees must refrain from taking part in or seek to influence any decision under circumstances that can give rise to an actual or perceived conflict of interest. Such circumstances may be a financial or business interest, membership of an organization, or a personal interest in the subject matter, economically or otherwise, directly or through family members or personal relationships.

Any actual or perceived conflicts of interest that cannot reasonably be avoided must be made fully transparent and promptly reported to ULSTEIN.

ADEQUATE PROCEDURES

As ULSTEIN's Business Partner, you must ensure that you have sufficient and adequate procedures in place to detect and prevent breach of the principles set out in this Code of Conduct, *inter alia*, you must impose clear obligations on your own business partners (including, but not limited to suppliers of product and services, contractors and sub-contractors) to ensure compliance with all applicable laws and regulations not less strict than the obligations set out in this Code of Conduct and establish adequate procedures to follow-up on and audit your business partners to ensure that such requirements are met. You must further (i) perform sufficient Know Your Customer ("KYC") assessments to identify and verify the identity of your business partners and their beneficial owners to ensure that they are not subject to any sanctions or trade restrictions; (ii) perform relevant and sufficient due diligence measures and assessments to ensure that your business partners are not in breach of the principles set out in this Code of Conduct and that your business partners' directors and beneficial owners are not otherwise involved in any other illegal activity, and (iii) perform such other measures as are necessary to ensure that any transfers of hardware, software, technology or services provided under the Agreement are performed in compliance with all applicable laws.

DUTY TO NOTIFY AND TO PROVIDE INFORMATION

As ULSTEIN's Business Partner, you must provide prompt written notice to ULSTEIN in case of fatalities or serious injuries of employees', agents', servants' and subcontractors, including subcontractor's personnel, at your facilities or other places where work for ULSTEIN is performed, and/or in case of any labour strikes, demonstrations, fines/sanctions from labour authorities, or any form of forced labour, child labour, or other serious breach of applicable laws and regulations, including but not limited to ILO's core labour conventions, in each case to the extent such event relates to the goods, services or activities provided to or performed for ULSTEIN or is reasonably likely to materially affect your performance or relationship with ULSTEIN.

You must immediately report to ULSTEIN any act or omission which may be seen as a breach of this Code of Conduct. This also applies in the event of breach by any of your subcontractors or other business partners. In such event, you must give ULSTEIN access to all documents which in ULSTEIN's reasonable opinion may be relevant to determine whether such a breach has occurred, and promptly take all such steps as may be necessary and/or reasonably requested by ULSTEIN, including but not limited to providing supporting data to ULSTEIN, to ensure that the matter is properly handled.

Upon ULSTEIN's written request you must confirm in writing that you act in compliance with this Code of Conduct and provide a written statement on the current situation relating to human rights, labour rights and other subjects covered in this Code of Conduct. Moreover, you must inform ULSTEIN of any risks or concerns relating to such issues at your facilities, within your business, and/or at any of your business partners' facilities and provide information about processes and measures planned and / or implemented in connection with the protection of human rights and decent working conditions. The requested information shall be provided as soon as reasonably possible, and unless otherwise agreed or legally restricted, no later than ten (10) business days after ULSTEIN's written request.

AUDIT

As ULSTEIN's Business Partner you must provide ULSTEIN access to the product and/or service to be supplied under the Agreement, and to any place where work is being done and/or materials are being processed or stored, in connection with the manufacturing of such products. This includes (without limitation) any workshops, stores and offices owned or used by you and/or any of your subcontractors and/or other business partners.

ULSTEIN shall have the right, at any time up to two (2) years after the cooperation between you and ULSTEIN has ceased, or the hardware, software, technology or services to be supplied under the Agreement has been delivered, to perform audit(s) of you and those of your subcontractors and other business partners having provided work or services under the Agreement, including but not limited to audit of your and your subcontractor's and other business partners' books, records, data in any form to verify compliance with the terms of this Code of Conduct, including interviewing your and your business partners' personnel, at our own cost and upon reasonable notice, with or without support of a third party. If the results of such an audit or inspection cause us to be of the opinion that you do not comply with this Code of Conduct, you

shall take necessary corrective actions in a timely manner, as reasonably directed by us.

Audits shall be conducted during normal business hours, upon reasonable notice, and in a manner intended to minimise disruption to your operations, subject always to applicable law, safety requirements and confidentiality obligations. Any third party assisting ULSTEIN shall be subject to appropriate confidentiality obligations.

TERMINATION

Without prejudice to any other express remedies referred to elsewhere in the Agreement, or any rights or remedies available at law or in equity, in the event of a material breach of this Code of Conduct, or failure to implement corrective actions within a reasonable period, ULSTEIN shall have the right to terminate the Agreement with immediate effect.

Any breach or concern related to the conduct of ULSTEIN's employees or Business Partners, including, customers, suppliers (including product and service providers), contractors, subcontractors, distributors, agents, consultants and joint venture partners must be reported immediately to ULSTEIN's ethical committee at etikk@ulstein.com