

# Flexitricity

## Supplier Code of Conduct

Month YYYY



Flexitricity is a portfolio company of Quinbrook Infrastructure Partners



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## 1. Purpose and Applicability

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- 1.1. The purpose of this Supplier Code of Conduct (Code) is to articulate our expectations and requirements for all suppliers, a term which includes all companies or individuals (other than Flexitricity employees) that supply goods, materials, or services to Flexitricity.
- 1.2. The standards of this Code are in addition to, and do not supersede, the provisions of any legal agreement or contract between a supplier and Flexitricity. Suppliers are deemed to have accepted the terms and standards of this Code, and agreed to comply with the Code, upon agreeing to perform or actually performing, any Services on Flexitricity's part. This Code creates no obligations upon Flexitricity.

## 2. Our Code

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- 2.1. All of our suppliers have a responsibility to monitor compliance with this Code and are required to promptly notify us of any actual or suspected breaches of this Code, as well as to take reasonable steps to address, remedy and prevent repetition of any actual or suspected breach of this Code. Suppliers must be transparent with Flexitricity regarding any steps taken to address, remedy and prevent repetition of any actual or suspected breach of this Code.
- 2.2. We reserve the right to undertake due diligence, to investigate compliance with this Code, to audit relevant records or documents, and undertake risk assessments to verify compliance with our Code and expect our suppliers to cooperate and provide supporting evidence, as we may reasonably require to monitor and review compliance. These records include, among others, correspondence, payroll records, financial data, operational data and personnel information. Suppliers must make all records related to services performed for Flexitricity available to us upon request.
- 2.3. We may engage in audits or inspections with respect to supplier, supplier's personnel and any place where supplier conducts its work, at any time, to ensure that suppliers are compliant with the standards contemplated under this Code and any contracts or other Flexitricity policies, regardless of whether a violation of this Code is suspected or reported. These audits or inspections shall be on reasonable advance notice, except where we are engaged in a good faith investigation of a material breach of laws, this Code or a contract with a Supplier. Suppliers must cooperate fully with any audit, inquiry or investigation by us regarding the Code, including by providing access and records, and making relevant personnel available. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, including termination of contract. We shall determine whether violations of this Code have occurred and, if so, shall determine appropriate penalties for any party who has violated this Code.

## 3. Your conduct

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3.1. We seek to work with businesses whose values match our own. We require our suppliers to comply with all applicable laws, relevant legal agreements or contracts in place, and, in all cases, to meet the standards and principles set out in this Code across all areas of their business (including, without limitation, those pertaining to insurance, withholding taxes, minimum wage, labour, anti-discrimination, environmental, occupational health and safety and the right to organize). Flexitricity may update or adjust this code at any time. Suppliers are responsible for reviewing and complying with any changes to the Code. Compliance with such laws, standards and principles is a material consideration for us in assessing every aspect of our supplier relationships.

### 3.2. Ethics, anti-bribery and corruption

Our suppliers must:

- (1) comply with all applicable laws relating to the prevention of bribery, corruption, fraud, bribery, kickbacks, tax evasion, insider trading, or similar or related activities.
- (2) identify and report any situation that could create an actual or perceived conflict of interest, be it competing personal or professional interests. Our suppliers will avoid even the appearance of conflicts of interest in their work with us in alignment with Flexitricity's Conflicts of Interest Policy or relevant policy as updated from time to time, which is incorporated by reference.
- (3) respect intellectual property rights and act in a manner protecting intellectual property rights.
- (4) maintain a policy reasonably assuring that any cobalt, tantalum, tin, tungsten and gold in products that they manufacture does not benefit armed groups that commit human rights abuses in or near the Democratic Republic of the Congo, and must provide due diligence materials to us upon request.
- (5) protect the privacy of personal information of everyone with whom they do business.

### 3.3. Sanctions

In all dealings with Flexitricity, suppliers must not directly or indirectly engage:

- (1) in trade activities or include in the supply chain any goods or services sourced from sanctioned persons, countries or organisations;

- (2) with a Restricted Person or with anyone who could become a Restricted Person, or who evades, avoids or breaches, directly or indirectly any Sanctions applicable to it; or
- (3) in any transaction or other activity with, or for the benefit of, a Restricted Person; or
- (4) with any person who has received written notice of any action, suit, proceeding or investigation against it by a Sanctions Authority with respect to any Sanctions.

Suppliers must act in accordance with all sanctions laws with which Flexitricity must comply, including local or regional sanctions as mandated by the government for the relevant jurisdiction applicable to us.

A '**Restricted Person**' means a person or entity:

- a) whose name is listed on, or is owned or controlled by a person whose name is listed on, or acting on behalf of a person whose name is listed on, any Sanctions List;
- b) that is located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person incorporated under the laws of a Sanctioned Country; or
- c) that is otherwise the target of any Sanctions.

'**Sanctioned Country**' means a country or territory which is subject to comprehensive country-wide, region-wide or territory-wide Sanctions (as of March 8, 2022: Cuba, Crimea, Iran, North Korea, Russia, Belarus, and Syria).

'**Sanctions**' means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States of America, (ii) the United Nations Security Council, (iii) the European Union, (iv) the United Kingdom or (v) the respective governmental institutions and agencies of any of the foregoing, including OFAC, the United States of America Department of State, the United States of America Department of Commerce, or the United States of America Department of the Treasury and Her Majesty's Treasury, and including the Patriot Act, the International Emergency Economic Powers Act. 50 U. S. C. ss 1701 *et seq*, the Trading with the Enemy Act, 50 U. S. C. App. 1 *et seq*.

'**Sanctions Authorities**' means the respective governmental institutions and agencies appointed or empowered to enact, administer, implement and/or enforce Sanctions, including OFAC, the United States of America Department of State, the United States of America Department of Commerce, or the United States of America Department of the Treasury and Her Majesty's Treasury.

'**Sanctions List**' means the 'Specially Designated Nationals and Blocked Persons' list, the 'Foreign Sanctions Evaders (FSE)' list and the 'Sectorial Sanctions Identification' list publicly issued by OFAC, the 'Consolidated List of Financial Sanctions Targets in the UK' publicly issued

by Her Majesty's Treasury, or any similar list issued or maintained and made public by any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

### **3.4. Cybersecurity, Data Protection and Confidentiality**

Our suppliers are expected to:

- (1) Ensure appropriate cybersecurity measures to manage the risk of cyber threats.
- (2) Use reasonable efforts to protect sensitive information against loss, theft, unauthorised access, alteration or disclosure.
- (3) Protect confidential and proprietary information belonging to Flexitricity or any affiliated company. Confidential information means any information relating or belonging to Flexitricity that has economic or competitive value and is not available to the general public. Confidential information also includes any information provided by third parties to Flexitricity with an expectation of privacy, as well as information that Flexitricity or supplier is contractually or legally required to keep confidential. Confidential information must not be disclosed to anyone outside of Flexitricity and should be disclosed internally only to personnel of supplier or of Flexitricity who need the information to perform their duties. Suppliers should assume information about Flexitricity or information about its customers, suppliers or other associated third parties is confidential unless it has clearly been made public by an authorized representative of Flexitricity. The obligation to safeguard confidential information continues even after a supplier no longer conducts business with Flexitricity.
- (4) Comply with applicable privacy and information security laws pertaining to data.
- (5) Inform Flexitricity of, and cooperate with Flexitricity in relation to, any data breach or incident that could impact Flexitricity.
- (6) Inform Flexitricity of, and cooperative with Flexitricity in relation to, any subpoena (whether issued to supplier or Flexitricity) or other legal proceeding (whether involving supplier or Flexitricity) that could impact Flexitricity's data or need for confidentiality.
- (7) Unless doing so would violate applicable law, inform Flexitricity immediately if you are contacted by a government official for an audit or document request related to Flexitricity. Make clear to the government official that you do not speak or act for Flexitricity or its affiliates.

### **3.5. Community**

Our suppliers must:

- (1) seek out opportunities to support local industry development wherever possible via local sourcing of workers and job creation.
- (2) seek to engage a workforce that reflects the local population diversity and supplier base including Indigenous owned businesses, disability, and social enterprises.
- (3) commit to the protection of Indigenous cultural and heritage sites in the places in which they operate.
- (4) monitor the impact of technology on job obsolescence risk and have in place processes for training and continuing education to mitigate those risks.

### **3.6. Diversity and inclusion**

- (1) Our suppliers must comply with all applicable discrimination laws and promote diversity and inclusion within their own workplace, including in recruitment, retention, and promotion practices.
- (2) Without limiting the above, our suppliers will not discriminate in any employment decision or practice (for example, hiring, compensation, training, advancement or promotion, termination, or retirement) based on any characteristic protected by applicable law, including race, colour, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, ethnicity, national origin, caste, disability, genetic information, medical condition, pregnancy, religion, political affiliation, union membership, covered veteran status or body art.
- (3) Suppliers shall (i) maintain a workplace free of harassment and abuse, (ii) provide comprehensive training on anti-harassment and abuse in accordance with applicable laws, and (iii) maintain and enforce written anti-discrimination and anti-harassment policies that set forth internal reporting mechanisms for complaints. Suppliers shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.
- (4) Supplier shall comply with all applicable laws and regulations regarding pregnancy and postnatal employment protections, benefits, and pay.

### **3.7. Health and safety**

- (1) Our suppliers must comply with all applicable health and safety laws and aim to create a safe working environment for employees, and anyone else affected by their businesses. This includes providing an environment free from threats or violence against employees or property, and an environment free from drugs and any other

substances that may affect the ability for employees and other workers to safely perform their work. Suppliers shall maintain a drugfree workplace policy that conforms to Flexitricity's policy and includes any drug testing required by applicable state or federal law.

- (2) Our suppliers will provide workers with ready access to clean toilet facilities, potable water, and, to the extent relevant, sanitary food preparation, storage and eating facilities. If our suppliers provide workers with residential facilities, those facilities will be clean and safe, with adequate personal space, entry and exit privileges, emergency egresses, heating and ventilation, and hot water for showering.
- (3) Our suppliers will provide access to such paid safety training as may be required by applicable laws, to ensure that all employees have the skills and legal certifications necessary to perform assigned work safely.

### **3.8. Fair Work and Labour**

- (1) Our suppliers must not use or permit any form of forced, bonded or indentured labour. Suppliers must not unreasonably restrict workers' freedom to move into, out of or at working facilities.
- (2) Our suppliers must pay workers a fair wage, fair benefits and provide fair working conditions. A "fair wage" includes all compensation required by applicable law. What constitutes a "fair wage", and "fair benefits" will depend on the wages and benefits paid on comparable projects, taking into account local market factors that include the nature of the projects (e.g. municipal or commercial; public or private), comparable job or trade classifications and the scope and complexity of the services provided. In determining "fair wages" and "fair benefits" concerning a specific contract in a specific market, criteria that may be considered include local wage practices, state laws, labour market conditions and similar considerations. In determining "fair work conditions", criteria that should be considered include the type and level of services provided and relevant legal standards.
- (3) Our suppliers must never use child labour and shall only use workers who are 15 or older, have achieved the age of compulsory education, and meet the minimum legal age for employment. Our suppliers must ensure that they align with the United Nations Guiding Principles on Business and Human Rights and Global Compact, as well as the International Labour Organisation's (ILO) fundamental conventions, and that workers under the age of 18 do not perform work that is likely to jeopardise their health or safety, other than as allowable under local laws with required training and safety (such as trained apprenticeships or trade employment).
- (4) Our suppliers shall not require workers to work more than the hours allowed by the law of the country, state, or locality where their workers are employed or perform work.



- (5) Our suppliers must not permit harassment, abuse, corporal punishment, or inhumane treatment.
- (6) Our suppliers must respect their employees' rights to associate, self-organize, form, join or assist labor organizations, along with the right to bargain collectively through representatives of their choosing regarding wages, hours and working conditions or to refrain from engaging in such activities. Suppliers must not discriminate, harass or retaliate against any worker for reason of their lawful participation in any freedom of association activities or collective bargaining efforts or rights, or their raising of issues to management concerning compliance with a collective bargaining agreement or any other legal requirements.

### **3.9. Human rights**

Our suppliers must adhere to universal principles of human rights and take actions that advance Flexitricity's societal goals. At a minimum:

- (1) Our suppliers, whether directly or through their supply chain, must comply with all applicable human rights related laws in respect of their employees.
- (2) Our suppliers must conduct their business activities in a manner which respects human rights and must not hold another person in slavery or servitude, employ, engage or otherwise use forced, involuntary or compulsory labour, trafficked labour or child labour.
- (3) Our suppliers must ensure that any goods manufactured or produced are not manufactured by forced or indentured labour.
- (4) Our suppliers must have in place adequate procedures to identify, prevent, mitigate and account for modern slavery and other human rights impacts in their operations and supply chains and have in place appropriate record keeping to monitor compliance with immigration laws.
- (5) Suppliers must adhere to Flexitricity's related Human Rights Policy and must respond, when requested, to Flexitricity's Modern Slavery Questionnaire.

### **3.10. Environmental and Sustainability**

Our suppliers must:

- (1) comply with all applicable environmental laws and continually strive to improve their sustainability performance, focusing on reduction (as appropriate) of waste, carbon emissions, water and natural resources consumption.
- (2) Report any accidents, injuries, incidents and actual or potential safety, health or environmental hazards occurring at Flexitricity facilities.

- (3) work to reduce consumption of resources, track and seek to improve energy efficiency, energy consumption and reduction of greenhouse gas emissions.
- (4) seek to, where feasible or required by local law or regulation, monitor, treat and reduce hazardous air emissions, wastewater and waste generated from its operations.
- (5) adhere to our specific requirements restricting use of specific substances notified from time to time.

## 4. Use of this Code

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- (1) New and existing contracted suppliers are required to comply with our Code and demonstrate their commitment to doing so.
- (2) Suppliers who engage sub-contractors in the course of providing goods or services to us must make them aware of our Code, monitor compliance with this Code and to notify us of any breaches and take reasonable steps to address, remedy and prevent repetition of any breach of this Code or possible breaches of this Code.
- (3) Compliance with our Code will be used as part of our supplier evaluation, selection and contract management process.
- (4) When a supplier does not meet our requirements, corrective action plans may be established and monitored for progress. Flexitricity may terminate the relationship or seek other courses of action with suppliers that violate our Code. Flexitricity shall determine whether violations of this Code have occurred and, if so, shall determine appropriate penalties for any party who has violated this Code. Penalties for a supplier's noncompliance with this Code may include removal from assigned work projects, reduction in assigned hours, termination of contract, prohibition as a Flexitricity supplier, and claims for damages. Certain violations of this Code may require Flexitricity to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution. No failure by Flexitricity to discipline a supplier, terminate a business relationship or take other steps to enforce this Code, any applicable contract or any Flexitricity policy, shall be deemed or construed to be a waiver of Flexitricity's right to do so or a waiver of any other right of Flexitricity under this Code, any applicable contract or any Flexitricity policy.

## 5. Raising Questions & Concerns

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We encourage all suppliers who have questions in relation to proper conduct or the contents of this Code to raise them with them with us.

If a supplier becomes aware of a circumstance or action that contravenes, or is suspected to contravene or appears to contravene this Code, they must raise this with us. Please notify Flexitricity through your business contact in writing with all information necessary for Flexitricity to fully understand any actual or suspected violations of the Code.

Reports of a violation will be investigated promptly and the matter will be treated, to the extent possible, as confidential. However, we cannot guarantee confidentiality. For the avoidance of doubt, nothing in this Code is to be interpreted or applied in any way that prohibits, restricts or interferes with an individual’s (a) exercise of rights provided under or participation in, “whistleblower” programs of any applicable regulatory agency or governmental entity (each, a “Government Body”) or (b) good faith reporting of possible violations of applicable law to any Government Body, including cooperating with a Government Body in any governmental investigation regarding possible violations of applicable law.

## 6. Declaration of the Supplier

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We hereby acknowledge that we have received a copy of the Flexitricity Supplier Code of Conduct and commit to comply with its principles and requirements.

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Signature

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Date

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Signatory Name Printed

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Signatory Title

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Supplier Name