



SUPPLIER CODE OF CONDUCT



CONTENTS

1. Purpose.....	3
2. Ethics.....	3
3. Anti-Corruption	3
4. Conflicts of Interest	4
5. Confidentiality.....	4
6. Prohibition Against Anti-Competitive Practices	5
7. Commitment To Human Rights	5
8. Forced And Underaged Labor	6
9. Wages, Benefits And Working Hours	7
10. Health & Safety / Working Conditions	7
11. Non-Discrimination and Harassment	9
12. Environment	10
13. Supply Chain	11
14. Risk Assessment, Reporting, and Risk Management	11
15. Records Management	12
16. Company Statement	13

1. Purpose

This document (this “**Code**”) outlines the standards and rules that we, Pine Gate Renewables, LLC, and any project company that is owned in part or in full by Pine Gate Renewables, LLC (collectively, “**PGR**”), require our contractors, suppliers, vendors, lower tier subcontractors, and sub-tier suppliers who provide goods or services to PGR (each a “**Supplier**”) to follow when they engage in business transactions with us. We expect our Suppliers to share our commitment to ethical and responsible practices, to comply with, and to ensure that each of its Suppliers comply with, this Code, as well as all applicable laws and regulations in the geographies where they operate. Supplier shall implement or maintain (as applicable) management systems that facilitate compliance with this Code and the law, identify and mitigate related operational risks, and facilitate continuous improvement.

Where applicable law differs from this Code, the higher standard should be followed. Where applicable law and this Code are in conflict, Supplier shall respect the applicable law while seeking to honor the higher standard.

PGR’s clients and business partners may also require that PGR pass through other codes of conduct to our Suppliers on certain projects (“**Other Codes of Conduct**”), in which case, if there is a conflict or difference between this Code and the Other Codes of Conduct, the higher standard, as determined by PGR, shall apply.

Any violations of this Code may jeopardize a supplier’s business relationship with PGR and may result in the termination of Supplier’s contract(s) with PGR for cause.

2. Ethics

Supplier shall conduct its business with the highest standard of ethics, integrity, and honesty and in accordance with applicable laws, rules, and regulation. Suppliers shall not take unfair advantage of anyone through manipulation, exaggeration, concealment, misrepresentation of facts, abuse of confidential or privileged information, or similar practices.

3. Anti-Corruption

PGR has a zero-tolerance policy for any form of corruption, bribery, fraud, or other illegal or unethical conduct. Supplier must not offer, promise, give, request,

accept, or receive any improper benefits or advantages, directly or indirectly, to or from anyone in order to obtain or retain business or gain an unfair advantage. Supplier must also comply with all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act (FCPA), as well as all federal, state, and local anti-corruption laws in every location in which Supplier does business. Supplier must also comply with specific gift giving and gift acceptance policies of PGR customers that are applicable to the conduct of business with that customer, and it must implement a process to investigate and report on any violations of the same.

4. Conflicts of Interest

Supplier shall conduct its business in a manner that avoids situations that create an actual, potential, or the appearance of a conflict of interest with PGR or its interests. A conflict of interest may arise when Supplier takes actions or has private interests (e.g., commercial, financial, or personal) that interfere with their objectivity in performing their duties and responsibilities. Suppliers shall:

- Strive to recognize situations that might create a conflict of interest.
- Avoid or disclose gifts and entertainment, outside employment (including public office and board positions), and/or any situation or relationship that reasonably could be expected to give rise to a conflict of interest.
- Not solicit, offer, or accept gifts of any kind from vendors, financial institutions, government officials, or any other third parties (including PGR's customers) that could be perceived as an attempt to improperly influence our business decisions.

Suppliers must disclose any actual or potential conflicts of interest to the PGR Compliance Department (Compliance@PGRenewables.com), as this ensures PGR is aware of, and can properly evaluate, the situation and provide a solution.

5. Confidentiality

Supplier must respect the privacy and security of personal information and confidential data of PGR's employees, customers, partners, and suppliers. In addition, Supplier must:

- Protect any personal information and confidential data that they collect, process, store, transfer, or access in connection with their business transactions with us.

- Comply with all applicable data privacy, data protection, and cybersecurity laws and regulations, such as the General Data Protection Regulation (GDPR), and the Personal Information Protection and Electronic Documents Act (PIPEDA).
- Implement appropriate technical and organizational measures to prevent misuse, compromise, loss, destruction, alteration or unauthorized disclosure, acquisition of, or access to, confidential proprietary or protected information.
- Respect intellectual property rights, safeguard customer information, and manage technology and know-how in a manner that protects intellectual property rights.

6. Prohibition Against Anti-Competitive Practices

Supplier shall not intentionally misrepresent or conceal facts that cause another party to act or not act in reliance on such misrepresentation or concealment. Supplier shall avoid any actions that would create the appearance that PGR is involved in any anti-competitive practices, e.g.,

- Boycotts – Any agreement or understanding with other parties to refuse to deal with, or boycott, a particular supplier, customer, or user.
- Horizontal Agreements with Competitors – Any agreement or understanding with a competitor to secure a competitive advantage.
- Insider Trading – The use of non-public company information to engage in or to facilitate another person’s engagement in securities trading.
- Price Fixing – Any agreement or understanding to set or fix prices with third parties.

7. Commitment To Human Rights

We have a responsibility to respect human rights and all international human rights standards. We expect our suppliers to do the same.

Supplier must:

- Uphold the highest standards of human rights.

- Ensure that their workers are treated with the utmost dignity and respect.
- Ensure their operations do not infringe on the human rights of their employees, workers, communities, or any other stakeholders.
- Comply with all applicable laws and regulations regarding human rights, and the principals set out in the Universal Declaration of Human Rights (UDHR), the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, and the U.N. Guiding Principles on Business and Human Rights.
- Ensure its goods, materials, and labor-related supply chains (i) respect human rights and international human rights standards, (ii) are transparent, accountable, and auditable, and (iii) are free from ethical ambiguities.
- Provide human rights awareness and commitments both internally to staff and externally to their contractors and sub-contractors.
- Ensure that the any third-party employment agencies it uses are compliant with the provisions of this Code and the law.

8. Forced And Underaged Labor

Supplier shall ensure that all work is voluntary and that workers are free to leave work at any time or terminate their employment at any time in accordance with the notice period required under applicable law. Supplier must not traffic persons or engage in or support any form of slave, forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility, and no unreasonable restrictions on entering or exiting company-provided facilities.

Supplier may not hold or otherwise destroy, conceal, confiscate, or deny access by employees to their identity, immigration and/or travel documents, such as government-issued identification, passports and/or work permits, unless such holdings are required by law. Supplier shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers.

Workers shall not be required to pay employers' or their agents' recruitment fees or other similar fees to obtain their employment. If such fees are found to have been paid by workers, such fees shall be repaid to the worker.

Supplier shall employ only workers who are at least 15 years of age, the applicable minimum legal age for employment in the applicable jurisdiction, or the applicable age for completion of compulsory education, whichever is highest. Supplier shall not require juvenile workers to work overtime or perform nighttime work. Supplier may provide legitimate workplace apprenticeship programs for educational benefit that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138. Supplier shall ensure proper management of student programs at Supplier's facilities through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable laws and regulations. Supplier shall provide appropriate support and training to all such students at Supplier facilities.

9. Wages, Benefits and Working Hours

Suppliers shall compensate their workers in accordance with applicable laws, including applicable minimum wage and overtime laws, and locally mandated benefits and/or contract. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify its accuracy in compensation for the work performed. Supplier shall pay accurate wages in a timely manner and shall not use wage deductions as a disciplinary measure.

Supplier shall follow all applicable laws and regulations with respect to working hours, overtime, and days of rest. All overtime must be voluntary. Even if allowed under applicable law, workers shall have not less than 1 day off every 7 days, regular work weeks shall not exceed 48 hours, and no work week shall exceed 60 hours, including overtime, except in cases of emergency, exigent circumstances or other unusual circumstances.

10. Health & Safety of Working Conditions

We care about the wellbeing, health and safety of our employees and workers and strive to provide them with a safe and healthy work environment. We expect our suppliers to do the same.

Supplier shall:

- Identify, evaluate, monitor, and manage occupational health and safety hazards associated with their operations through a prioritized process of hazard elimination, substitution, engineering controls, administrative controls, and/or personal protective equipment.
- Provide their employees and workers with adequate training (including but not limited to health and safety training) in their primary language, equipment, and personal protective gear to perform their tasks safely and effectively.
- Provide their workers with a safe and secure workplace and comply with all applicable laws and regulations regarding wellbeing, health, and safety, such as the U.S. Occupational Safety and Health Administration (OSHA).
- Post (in a clear and conspicuous manner) health and safety related information at Supplier's facilities.
- Have a system for workers to report health and safety incidents, and near misses, as well as a system to investigate, track, and manage such reports.
- Implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.
- Develop and implement a program to take reasonable steps to prepare for, prevent, and respond to the potential for an infectious disease among its employees.
- Protect workers from exposure to chemical, biological and physical hazards, and monitor their workplace for any other safety hazards.
- Provide workers with reasonably accessible and clean toilet facilities, as well as potable water.
- Ensure Supplier-provided dining, food preparation, and storage facilities are sanitary.
- Ensure dormitories provided by Supplier or a third party shall be clean, safe, and provide reasonable living space.

- Ensure workers have the right to refuse unsafe work and to report unhealthy working conditions.
- Obtain, keep current, and comply with all required health and safety permits.
- Freely allow workers' lawful rights to associate with others, form and join (or refrain from joining) organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment.

11. Non-Discrimination and Harassment

We value inclusion and diversity in our workforce and culture. We expect our suppliers to do the same. Supplier must treat all their employees and workers with dignity and respect, and provide them with equal opportunities for employment, development, and advancement. Supplier must not discriminate against anyone based on race, color, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, national origin, age, disability, veteran status, marital status, political affiliation, union membership, or any other status protected by applicable national or local law, in hiring or in other employment practices. Supplier shall not require pregnancy or medical tests, except where required by applicable laws or regulations, or prudent for workplace safety, and shall not improperly discriminate based on test results. Supplier must also comply with all applicable laws and regulations regarding inclusion and diversity, such as the U.S. Equal Employment Opportunity Commission (EEOC) and must have policies that promote workplace diversity, equity and inclusion of underrepresented communities in the renewable energy sector.

In addition, Supplier shall ensure that its workplace conduct, whether verbal or physical, is free of harassment, harassment based on sex, abuse, and hostility. Supplier 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.

12. Environment

We are committed to reducing our environmental impact and promoting environmental sustainability in our business activities. We expect our suppliers to do the same.

Supplier shall:

- Develop, implement, and maintain environmentally responsible business practices and a program to take reasonable steps to prevent adverse impacts to people and planet arising from Supplier's processes.
- Comply with the reporting requirements of applicable permits and regulations.
- Minimize consumption of natural resources and the generation of waste, emissions, and pollutants
- Implement best practices to conserve energy, water, and materials, to recycle and reuse resources, and to use renewable or low-carbon sources of energy.
- Identify, manage, reduce, responsibly control disposal of, and minimize waste to landfills from its operations.
- Identify, control, and reduce wastewater production, prevent contamination of stormwater runoff, and prevent illegal discharges and spills from entering storm drains, the public water supply, or public bodies of water.
- Routinely monitor overall water performance, including water intake and performance of its wastewater treatment systems.
- Identify, manage, reduce, and responsibly control air emissions emanating from its operations that pose a hazard to the environment and routinely monitor the performance of its air emission control systems.
- Identify, manage, reduce, and responsibly control greenhouse gas (“GHG”) emissions from its operations and regularly quantify, set targets, monitor progress, and reduce its emissions of GHG through conservation, use of clean energy, and other measures.

- Identify, control, monitor, and reduce noise generated by the facility that affects boundary noise levels.
- Regularly quantify, set targets, monitor progress, and reduce consumption of fossil fuel, water, hazardous substances, and natural resources through conservation, re-use, recycling, substitution, and other measures.
- Obtain, keep current, and comply with all required environmental permits.

13. Supply Chain

Suppliers shall implement due diligence procedures for their own suppliers, subcontractors, and other participants in their supply chains, to ensure they each meet the standards set out in this Code. Due diligence on suppliers shall be conducted down to the material processing level to determine whether relevant materials originate from high-risk regions, which include areas associated with conflict, the worst forms of child labor, forced labor and human trafficking, gross human rights violations, widespread sexual violence, negative environmental impacts, severe health and safety risks, and other reasonably objective high-risk activities. Suppliers shall treat their own suppliers fairly and ethically, including making payments in accordance with the agreed payment terms. PGR reserves the right to audit Suppliers' compliance with this Code.

14. Risk Assessment, Reporting, and Risk Management

Supplier shall develop and maintain a process to identify labor and human rights, health and safety, environmental, business ethics, and legal compliance risks associated with its operations. Supplier shall determine the relative significance of each risk and implement appropriate procedures, and controls to minimize the identified risks. Supplier shall have written standards, performance objectives, targets, and implementation plans, including periodic assessments of the performance against those objectives. Supplier shall identify and assess potential emergency situations. For each situation, Supplier shall develop and implement emergency plans and response procedures that will minimize harm to life, environment, and property.

Supplier shall develop and maintain management and worker training programs to facilitate proper implementation of its policies and procedures and to fulfill Supplier's continuous improvement objectives. Supplier shall have a process for

communicating clear and accurate information about its performance, practices, policies, and expectations to its workers, sub-tier supplier(s), and subcontractors. Supplier shall have an ongoing process to obtain feedback on its practices related to this Code and to foster continuous improvement.

Supplier shall identify company representatives responsible for ensuring implementation and periodic review of its management systems. Supplier shall have a Corporate Social Responsibility or Sustainability representative that reports directly to executive management with the responsibility and authority to manage social and environmental compliance requirements for the business.

Supplier shall perform periodic evaluations of its facilities and operations, and the facilities and operations of its subcontractors and sub-tier suppliers to ensure compliance with this Code and the law. Supplier will permit PGR, or a third party designated by PGR to periodically evaluate Supplier's facilities and operations, to assess Supplier's compliance with the applicable principles and requirements of the Code. Supplier shall not have manufacturing operations in, recruit labor directly or indirectly from, or source materials, products, or services directly or indirectly from, regions where PGR and third parties cannot access and conduct a comprehensive, independent evaluation of Supplier's compliance with this Code.

Supplier shall have a process for timely correction of any deficiencies or violations identified by an internal or external audit, assessment, inspection, investigation, or review.

Supplier shall ensure that workers have an effective mechanism to report grievances and that facilitates have open communication between management and workers. Supplier shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances. Supplier shall protect whistleblower confidentiality and prohibit retaliation.

Suppliers are required to report any suspect unethical or illegal business practices in violation of the Code to the PGR Compliance Department (compliance@pgrenewables.com).

15. Records Management

Supplier shall maintain appropriate documents and records to ensure regulatory compliance. Supplier shall accurately record information regarding its business activities, labor, health and safety, and environmental practices and shall disclose

such information, without falsification or misrepresentation to all appropriate parties and as required by law. Supplier shall maintain and provide any and all documents regarding PGR assets, materials, damaged materials in written or electronic form for the longer of 36 months or the minimum period required by law. This includes documentation of any differences or deficiencies in material volumes or integrity. Supplier shall maintain operational processes to support any change in disposition, integrity, or value of PGR assets or materials.

16. Company Statement

Supplier shall develop a company statement affirming its commitment to high standards of social and environmental responsibility, ethical conduct, and continuous improvement. Supplier shall post this statement in the primary local language at all of its facilities.