

## Code of Conduct for Fluence Suppliers and Third-Party Intermediaries

This Code of Conduct defines the basic requirements placed on Fluence suppliers and third-party intermediaries concerning their responsibilities towards their stakeholders and the environment. Fluence reserves the right to change the requirements of this Code of Conduct at any time. In such event Fluence expects the supplier to accept such changes.

The supplier and/or third-party intermediary declares herewith:

- **Legal compliance**
  - To comply with the laws of all jurisdictions to which it is subject.
- **Prohibition of corruption and bribery**
  - To tolerate no form of, and not to engage directly or indirectly in any form of, corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
- **Fair competition, anti-trust laws and intellectual property rights**
  - To act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
  - To respect the intellectual property of others.
- **Conflicts of interest**
  - To avoid all conflicts of interest that may adversely influence business relationships.
- **Respect for the basic human rights of employees**
  - To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, national origin, social background, disabilities, sexual orientation, political or religious conviction, sex, gender, age or status as a military veteran;
  - To respect the personal dignity, privacy and rights of each individual;
  - To prevent any form of abusive or illegal labor such as forced labor or human trafficking. All labor must be voluntary and workers must be allowed freedom of movement. All forms of forced labor and human trafficking are prohibited, including but not limited to any form of prison, slave, bonded or forced indentured labor.
  - To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, physical or corporal discipline, sexual harassment or discrimination;
  - To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - To comply with the maximum number of working hours and all overtime-pay requirements laid down in the applicable laws;
  - To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- **Prohibition of child labor**
  - To employ no workers under the age of 15 or, in those countries subject to developing exception of the ILO Convention 138, to employ no workers under the age of 14.

- **Health and safety of employees**
  - To take responsibility for the health and safety of its employees;
  - To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases in accordance with applicable laws and industry standards;
  - To provide training and ensure that employees are educated in health and safety issues;
  - To set up or use a reasonable occupational health & safety management system.
- **Environmental protection**
  - To act in accordance with the applicable statutory and international standards regarding environmental protection;
  - To minimize environmental pollution and make continuous improvements in environmental protection;
  - To set up or use a reasonable environmental management system.
- **Supply chain**
  - To require its suppliers to follow practices consistent with, and no less strict than, this Code of Conduct;
  - To comply with the principles of non-discrimination with regard to supplier selection and treatment.
- **Conflict minerals**
  - To take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.

Please report any violations of code of conduct at [EthicsPoint - Fluence Energy](#), a compliance reporting tool our suppliers can use.

## Code of Conduct - Declaration of the Supplier and Third-Party Intermediaries

We hereby declare the following:

1. We have received a copy of the Fluence Code of Conduct for Suppliers and Third-Party Intermediaries (hereinafter "Code of Conduct"), updated as of March 2021, and hereby commit ourselves to comply with its principles and requirements. These commitments are in addition to any other commitments set out in supply agreements or purchase orders we have with Fluence from time to time.
2. We will provide Fluence upon request - but not more than once a year - either, at our option (i) a written self-assessment in the form provided by Fluence or (ii) a written report approved by Fluence describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We confirm that we promote and implement the principles of the Fluence Code of Conduct towards our suppliers and perform reasonable due diligence to ensure compliance with the principles of the Fluence Code of Conduct.
4. We agree that Fluence, Fluence's customers, or a third party appointed by Fluence and reasonably acceptable to us, shall be entitled (but not obliged) to conduct inspections at our premises in order to verify our compliance with the Code of Conduct. Such inspections may only be conducted upon prior written notice from Fluence, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties. We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; Fluence will bear its expenses. We agree to cause our suppliers to honor the foregoing access and inspection rights for Fluence and its customers.
5. In addition to any other rights and remedies Fluence may have, in the event of (i) our material or repeated failure to comply with the Code of Conduct or (ii) our denial of Fluence's or its customers' right of inspection as described above, Fluence may terminate any purchase agreement entered into and/or any purchase order without any liability whatsoever. For the avoidance of doubt, Material failures always would include, but are not limited to, incidents of child labor, corruption or bribery, human trafficking or forced labor, or failure to comply with the Code of Conduct's environmental protection requirements.
6. We agree that this declaration is subject to the substantive law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between Fluence and us. In the event no such agreement is yet established, this declaration is subject to the substantive law (without reference to any of its conflict of law rules) of the federal laws of the United States and the laws of the Commonwealth of Virginia, and disputes shall be brought exclusively in courts of competent jurisdiction located in Arlington or Alexandria, Virginia, United States.

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Place, date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Function

\_\_\_\_\_  
Company Name / Seal