

## **Code of Conduct for Fluence Business Partners and Third-Party Intermediaries**

This Code of Conduct for Fluence Business Partners and Third-Party Intermediaries defines the basic requirements placed on Fluence business partners and third-party intermediaries concerning their responsibilities towards their respective stakeholders and the environment. The principles, expectations and responsibilities set out herein are of the utmost importance to Fluence. Fluence reserves the right to change the requirements of this Supplier Code of Conduct at any time and Fluence expects each business partner and/or third-party intermediary to accept such changes in a reasonable time and ensure compliance with any revised Supplier Code of Conduct.

The business partner and/or third-party intermediary ("Supplier") declares herewith:

### **1. Compliance with the Law**

- 1.1 To comply with the applicable laws of all jurisdictions to which it is subject.
- 1.2 Where the requirements of this Supplier Code of Conduct set a higher standard than is required by applicable local laws and regulations, to align with the requirements set forth in this Supplier Code of Conduct to the extent not prohibited by local laws and regulations.

### **2. Fair Business Practices**

#### **2.1 Prohibition of Corruption and Bribery**

- 2.1.1 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.

#### **2.2 Fair Competition, Anti-trust Laws, and Intellectual Property Rights**

- 2.2.1 To act in accordance with applicable national and international competition laws and regulations and agree not to participate in price fixing, market or customer allocation, market sharing, or bid rigging with competitors.
- 2.2.2 To respect and abide by applicable intellectual property rights and laws.

#### **2.3 Conflicts of Interest**

- 2.3.1 A conflict of interest exists when any relationships or activities impair or even appear to impair, an ability to make objective and fair decisions. Fluence requires that decisions made on its behalf avoid even the appearance of a conflict of interest and are objective and fair. Business partners must avoid engaging in any activity that would create an improper or illegal conflict of interest when engaging with Fluence.

2.3.2 Insider trading is prohibited. Under United States Federal Securities Laws, you cannot buy or sell Fluence Inc, or another company's securities when in possession of information about Fluence or another company that is (1) not available to the investing public, and (2) could influence an investor's decision to buy or sell the security.

## **2.4 Anti-money Laundering, Terrorism Financing**

2.4.1 We do not facilitate money laundering and Fluence expects its vendors and third-party intermediaries not to engage in any form of inappropriate or illegal activity, including corruption, extortion, embezzlement or bribery, regardless of the country in which the vendor or third-party intermediary operates, sells products or provides services to Fluence.

2.4.2 To conduct business only with reputable third parties who are involved in lawful business activities and whose funds are derived from legitimate sources.

## **2.5 Personal Data Protection and Privacy**

2.5.1 Personal data is to be collected fairly, lawfully, and transparently, not be used for unfair discrimination, and handled to demonstrate compliance with all privacy laws and guidelines.

2.5.2 Personal data to be processed to be clear and transparent, with any changes promptly communicated, handled respectfully, and provided mechanisms for individuals to express their privacy preferences.

2.5.3 Business partners to be involved in cooperation with authorities during inquiries, investigations, or audits, respectfully process everyone's privacy and only allow protected personal data to be used for legitimate purposes.

## **2.6 Cybersecurity Laws**

2.6.1 To use all IT resources and personal data in a safe, responsible, professional, ethical and lawful manner and ensure the security of all Fluence data and proprietary, confidential information.

2.6.2 To comply with common cybersecurity requirements to protect their environment from cyber-attacks.

## **2.7 Adherence to Export Control and Customs Regulations**

2.7.1 Comply with all international laws, national laws, regulations, and other controls which govern the transfer, access, export, re-export, and import of products, services, and technologies. Vendors and Third-Party Intermediaries must maintain, where applicable, robust compliance programs and policies to manage technologies, products, and technical data that is controlled or restricted by law.

## **3. Human Rights and Fair Labor Practices**

### **3.1 Prohibition of Child Labor**

3.1.1 Suppliers must comply with applicable labour and employment laws regarding any form of child labour and prohibit any exploitation of children in the manufacturing and delivery of products or services. If there is any doubt about the minimum age of employment, the International Labour Organizations Minimum Age Convention (No. 138) of 1973 should be applied.

### **3.2. Protection of Young Workers**

3.2.1 In any given country the minimum working age, as well as rules regarding the employment of a young worker will be defined by the conventions of the ILO or national/regional law, whichever affords greater protection to the individual. For clarity, a young worker in this context refers to an individual above the legal working age but before their 18th birthday.

3.2.2 In any given case, young workers (above minimum age but below the age of 18) shall not be engaged in any processes or circumstances that are likely to jeopardize the health, safety or morals of such young people.

### **3.3 Freely Chosen Employment and Combating Modern Slavery**

3.3.1 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, forced, or indentured labor.

3.3.2 To act with special diligence when engaging and recruiting migrant workers, both directly and indirectly. Further, business partners must ensure that a worker's contract clearly states the terms and conditions and the respective employer's obligation in a language migrant workers understand.

3.3.3 To terminate any employment contracts or employment relationship based on a process that is fair, transparent, and consistent with the requirements of local law, and which is communicated to the relevant employee.

### **3.4 Non-discrimination and Prevention of Harassment and Abuse**

3.4.1 To promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, national origin, social background, disabilities, sexual orientation, political or religious conviction, sex, gender, age, or status as a military veteran.

3.4.2 To respect the personal dignity, privacy, and rights of each individual; to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, physical or corporal discipline, sexual harassment, or discrimination.

3.4.3 To prohibit behavior including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive, or exploitative.

### **3.5 Rights of Freedom of Association and Collective Bargaining**

3.5.1 To recognize and respect the right of employees to exercise their rights of free association, including the right to form, join and organize or not join any association or union of their choice and bargain collectively without fear of discrimination, retaliation, harassment or intimidation. To have in place a clear and parallel mechanism for resolving industrial or workplace disputes, including grievances whereby effective communication with employees and their representatives must be ensured.

### **3.6 Working Hours and Rest Days**

3.6.1 To ensure that working hours comply with applicable local legal requirements where standard working hours excluding overtime should not exceed 48 hours per week. Employees must not be required to work more than 60 hours per week including overtime.

3.6.2 To allow necessary breaks as per the legal requirements or breaks may be provided every 5 hours of continuous working which is safe for worker health to all workers.

3.6.3 To provide at least one full day of rest (24 hours) within every 7 days unless otherwise dictated and defined by the terms of any applicable collective agreements consistent with specific country's legal requirements.

### **3.7 Minimum Wages and Benefits**

3.7.1 To ensure that workers earn minimum wage in accordance with local laws and regulations, or prevailing industry wage or collective bargaining agreements, whichever is higher, and all legally mandated statutory benefits such as social security and other forms of insurance, leaves, bonus and other benefits which are guided by the law.

3.7.2 Work beyond normal working hours (i.e. overtime hours) must always be compensated at a premium rate and align with legal requirements and benefits

3.7.3 To ensure that employees are paid wages directly, in legal tender, free of unlawful or unreasonable deductions or setoffs.

### **3.8 No Precarious Employment is Provided**

3.8.1 To every extent possible, to ensure that work performed, and employment relationships do not cause insecurity or social or economic vulnerability for their workers. Such work and employment relationships shall be conducted in compliance with applicable local and national law and practice, and/or international labor standards, whichever affords greater protection.

### **3.9 Occupational Health and Safety Management**

- 3.9.1 To provide a safe and healthy work environment for its employees and contractors. It is essential that you fulfill all obligations by adhering to all applicable Fluence OHS policies, procedures, plans, instructions and the applicable local legal requirements.
- 3.9.2 To anticipate, identify, evaluate, and control the OHS risks and hazards by putting up an adequate management system and strict implementation of the same that must not be inferior to applicable local legal requirements.
- 3.9.3 To appoint a senior official responsible for ensuring the safe and healthy workplace environment for such supplier and/or third-party intermediary.
- 3.9.4 To provide accommodation, where applicable to employees, that is clean, safe, and meets employees' basic needs. To ensure safe chemical handling, transportation, and disposal of all chemicals and hazardous materials and ensure that updated Safety Data Sheet (SDS) is available along with a summary on chemical use in simple language understandable to the workers.

### **3.10 Grievance Management**

- 3.10.1 To have an effective mechanism to raise grievances for employees, stakeholders, and communities to anonymously report possible breaches of the Supplier Code of Conduct. Business partners must ensure open communication between them and workers to resolve grievances and disputes without retaliation to the aggrieved ones.

## **4. Environmental protection**

### **4.1 Environmental Compliance System**

- 4.1.1 To act as per the applicable statutory and international standards regarding environmental protection.
- 4.1.2 To minimize environmental pollution and make continuous improvements in environmental protection.
- 4.1.3 To set up or use a reasonable environmental management system and waste treatments.

### **4.2 Chemical Management**

- 4.2.1 To adhere to applicable restricted chemical regulations such as the EU's Registration Evaluation, Authorization, and Restriction of Chemicals Act (REACH) and furnish declarations of conformity from relevant authorities that are valid, legally compliant, and up to date, as required.

### 4.3 Recycled Material Integration

4.3.1 To source recycled materials instead of raw materials, where the opportunity is available, and to provide sourcing and traceability documentation for recycled materials.

## 5. Conflict minerals

5.1 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.

5.2 Suppliers are to establish appropriate policies, data exchange methods, due diligence frameworks, risk mitigation strategies and management systems designed to accomplish the goal of supply chain transparency. These should be consistent with an internationally recognized diligence framework, such as the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and its applicable supplements (<http://www.oecd.org/daf/inv/mne/mining.htm>). We expect these frameworks to further develop over time, and Suppliers should track and adopt necessary changes as appropriate.

## 6. Supply chain

6.1 To require its own business partners and/or third-party intermediaries to follow practices consistent with, and no less strict than, this Supplier Code of Conduct.

6.2 To ensure the assessment of its suppliers and sub-suppliers within the supply chain to ascertain environment and social risks and plan its mitigation to comply with legal and Fluence Supplier Code of Conduct requirements.

6.3 To set up or engage in -to the extent possible- an effective operational-level grievance mechanism to respond to individuals, stakeholders and communities adversely impacted by their activities.

Please report any violations of the Supplier Code of Conduct at [Ethics Point - Fluence Energy](#), a compliance reporting tool our business partners and third-party intermediaries can use.

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This code of conduct is guided by the United Nations (UN) Universal Declaration of Human Rights (1948); the International Labour Organization's (ILO) Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977); the UN Guiding Principles on Business and Human Rights (UNGPR) (2011) and the Guidelines for Multinational Enterprises developed by the Organization for Economic Co-operation and Development (OECD) (2011). All represent the most widely accepted international frameworks for responsible business conduct and are the underlying base for human rights due diligence.

### Code of Conduct Commitment Declaration

We hereby declare the following:

1. We have received a copy of the Fluence Code of Conduct for Business partners and Third-Party Intermediaries (hereinafter “Code of Conduct”), updated as of Sep 2023 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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Signature

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Place & Date

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Name & Function

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Company Name / Seal