



Supplier Code of Conduct



Contents

1	Purpose	3
2	Applicability	3
3	Your conduct.....	4
4	Use of this Code.....	12
5	Consequences for Non-Compliance	12
6	Raising Questions & Concerns	12
	Appendix 1 – Heightened Risk Areas.....	15
	Declaration of the Supplier	16

1 Purpose

- 1.1 The purpose of this Supplier Code of Conduct (“**Code**”) is to articulate Quinbrook’s expectations and requirements for its Suppliers as they relate to the provision of goods and/or the performance of services to or on behalf of Quinbrook.

2 Applicability

2.1 In this Code:

2.1.1 “**Quinbrook**” means Quinbrook Infrastructure Partners (Jersey) Limited and its respective internal investment advisors as the context require (“**Quinbrook**”, “**we**”, “**us**”, “**our**”)

2.1.2 “**Supplier**” means any person (other than Quinbrook, or Quinbrook employees) that supplies key equipment or other goods, or provides material development, construction, or other services, in each case to or on behalf of a Quinbrook Controlled Entity (as defined below) and that is designated by Quinbrook as a “Supplier” under the Code.

2.1.3 “**Quinbrook-Controlled Entity**” means a portfolio company, platform company or project that is majority owned or controlled by Quinbrook (either by a Quinbrook managed or advised fund or a separately managed account) or by Private Energy Partners.

2.2 Suppliers will be required to comply with this Code, or have in place an equivalent policy, under the terms of engagement between them and Quinbrook and must complete the declaration at Appendix 1 and may be required to provide Quinbrook with an annual certification of compliance. 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 Quinbrook.

2.3 Compliance with our Code will be used as part of our supplier evaluation, selection and contract management process and any actual or potential non-compliance may prevent Quinbrook from engaging or re-engaging with a Supplier.

2.4 Quinbrook expects its Suppliers to be responsible for ensuring that their own suppliers and sub-contractors comply with the expectations and standards set out in this Code. Suppliers who engage suppliers and sub-contractors in the course of providing goods or services to us must:

2.4.1 make them aware of our Code and, where heightened risk areas are identified, or where Quinbrook has identified such heightened risk (as set out in Annex 1, as updated from time to time), ensure that their suppliers and sub-contractors are contractually required to implement the steps set out in paragraph 3.3 below;

- 2.4.2 monitor their suppliers' and sub-contractors' ongoing compliance with this Code ;
- 2.4.3 promptly notify us of any breaches and corrective actions being taken to address, remedy and prevent repetition of any breach of this Code or possible breaches of this Code;
- 2.5 Quinbrook 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 Your conduct

- 3.1 We aim to work with businesses whose values match our own.
- 3.2 We expect 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) and refrain from any conduct that is inconsistent with, or which undermines the standards set out in this Code.
- 3.3 We expect our Suppliers to adopt a risk-based approach to meet the standards and principles set out in this Code. This means they must identify where their activities, business relationships and/or products or services may create heightened risks relating to one or more areas covered by the Code when providing goods or services for or on behalf of Quinbrook and develop appropriate policies and risk management systems in response.

Where heightened risks are identified, or where Quinbrook has identified such heightened risk (as set out in Appendix 1, as updated from time to time), Suppliers must:

- 3.3.1 Have in place specific policies on the most significant risks relating to the areas covered by this Code based on findings from their assessment of risk and assign appropriate board and senior management oversight and responsibility.
- 3.3.2 Ensure adequate risk screening and diligence procedures are in place to identify risks relating to the areas covered by the Code in operational, sourcing and project-related activities, including, as appropriate, traceability systems and third party audits against international standards.
- 3.3.3 Implement corrective or preventative actions to cease, prevent, mitigate and/or remediate risks.
- 3.3.4 Have in place effective monitoring and record keeping systems to track and verify that measures to cease, prevent or mitigate risks are being pursued and to provide

regular updates on risk mitigation or incident responses or facilitate investigations of the same.

- 3.3.5 Have a whistleblowing policy and appropriate mechanisms in place, in line with Quinbrook's whistleblowing framework, to protect employees of Suppliers or other persons who raise concerns in good faith.
- 3.3.6 Ensure that their own suppliers, business partners, contractors and sub-contractors are aware of the expectations set out in this Code and comply with paragraph 2.4 above.
- 3.4 We expect Suppliers to monitor compliance with this Code and 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 Quinbrook regarding any steps taken to address, remedy and prevent repetition of any actual or suspected breach of this Code.
- 3.5 Suppliers should provide regular training to enable their employees, personnel, and new hires to understand risk identification, mitigation, monitoring and escalation procedures in place for complying with this Code.

3.6 **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) Act ethically, with honesty, integrity and professionalism and maintain the highest standards of good governance.
- (3) Not accept or allow bribery or corruption to take place in any form, whether by a supplier, business partner or other third party who acts on their behalf.
- (4) 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 and maintain a Conflicts of Interest Policy or relevant equivalent policy.
- (5) Respect intellectual property rights and act in a manner protecting intellectual property rights.
- (6) Maintain a policy and adequate controls to enable reasonable assurance that any Conflict Minerals (cobalt, tantalum, tin, tungsten and gold) in products that they manufacture are sourced in accordance with international standards and applicable law, do not cause or contribute to human rights violations, corruption, or the financing of 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.

- (7) Protect the privacy of personal information of everyone with whom they do business.

3.7 Sanctions

In all dealings with Quinbrook, Suppliers must have in place proportionate and risk-based policies, procedures and controls to ensure that they do 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 Quinbrook 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 April, 2022: Cuba, Crimea, Iran, North Korea, Russia, and Syria, and the so-called People’s Republics of Donetsk and Luhansk).

‘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 Department

of State, the United States Department of Commerce, or the United States Department of the Treasury and His Majesty's Treasury.

'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 Department of State, the United States Department of Commerce, or the United States Department of the Treasury and His Majesty's Treasury.

'Sanctions List' means the 'Specially Designated Nationals and Blocked Persons' list, the 'Foreign Sanctions Evaders (FSE)' list, the 'Sectoral Sanctions Identification' list, and other sanctions lists publicly issued and maintained by OFAC, the 'Consolidated List of Financial Sanctions Targets in the UK' publicly issued by His 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.

3.8 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 Quinbrook or any affiliated company. Confidential information means any information relating or belonging to Quinbrook or any affiliated company 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 Quinbrook or any affiliated company with an expectation of privacy, as well as information that Quinbrook or any affiliated company, or Supplier is contractually or legally required to keep confidential. Confidential information must not be disclosed to anyone outside of Quinbrook and should be disclosed internally only to personnel of Supplier or of Quinbrook who need the information to perform their duties. Suppliers should assume information about Quinbrook 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 Quinbrook. The obligation to safeguard confidential information continues even after a Supplier no longer conducts business with Quinbrook.
- (4) Comply with applicable privacy and information security laws pertaining to data.
- (5) Inform Quinbrook of, and cooperate with Quinbrook in relation to, any data breach or incident that could impact Quinbrook.
- (6) Inform Quinbrook of, and cooperative with Quinbrook in relation to, any subpoena (whether issued to Supplier or Quinbrook) or other legal proceeding

(whether involving Supplier or Quinbrook) that could impact Quinbrook's data or need for confidentiality.

- (7) Unless doing so would violate applicable law, inform Quinbrook immediately if you are contacted by a government official for an audit or document request related to Quinbrook. Make clear to the government official that you do not speak or act for Quinbrook or its affiliates.

3.9 **Community Engagement**

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 and, where applicable, ensure Indigenous communities affected by projects and installations are provided with access to relevant information on the purpose, nature and scale of the activities that affect them and, where possible, are given an opportunity to participate in the design, development and ongoing benefits of projects.
- (4) Implement standards and guidance to align with the Equator Principles in respect of project financing activities.
- (5) monitor the impact of technology on job obsolescence risk and have in place processes for training and continuing education to mitigate those risks.

3.10 **Equal Opportunity and Non-Discrimination**

Our Suppliers must:

- (1) Comply with all applicable discrimination laws and promote diversity and inclusion within their own workplace, including in recruitment, retention and promotion practices.
- (2) Promote opportunity and treatment of workers and not make employment-related decisions (for example, hiring, compensation, training, advancement or promotion, termination, or retirement) based on any characteristic protected by applicable law unrelated to job requirements, 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) Maintain a workplace free of harassment and abuse, including providing comprehensive training on anti-harassment and abuse in accordance with applicable laws, and maintaining and enforcing 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.

3.11 **Health and safety**

Our suppliers must:

- (1) 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 harmful or illicit 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 Quinbrook's policy and includes any drug testing required by applicable state or federal law.
- (2) Provide workers with ready access to clean toilet facilities, potable water, and, to the extent relevant, sanitary food preparation, storage and eating facilities. If 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.

3.12 **Fair Work and Labour**

Our suppliers must:

- (1) 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.

- (2) 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.

3.13 **Freedom of association and collective bargaining**

Our suppliers must:

- (1) Respect their workers’ rights to freely associate, self-organize, form or 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.
- (2) 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 their raising of issues to management concerning compliance with a collective bargaining agreement or any other legal requirements.

3.14 **Human rights**

Our Suppliers must:

- (1) respect internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work and seek to align their policies and processes with the United Nations Guiding Principles on Business and Human Rights and OECD Guidelines for Multinational Enterprises Due Diligence Guidance for Responsible Business Conduct.
- (2) Comply with all applicable human rights related laws in respect of their employees.
- (3) Not permit harassment, abuse, corporal punishment or inhumane treatment.
- (4) Conduct their business activities in a manner which respects human rights and must not use, participate in or benefit from forced, involuntary or compulsory labor, human trafficked or child labor, slavery or slavery-like practices.
- (5) Ensure labor is voluntary and workers are free to terminate their employment at any time, without any penalty, in accordance with applicable law.
- (6) Ensure no restrictions are placed on workers’ freedom to move into, out of, or at working facilities, for example, confiscation of identity or travel documentation.

- (7) Ensure workers are not required to make any financial deposit, loan or contribution for recruitment, processing, or placement, or as a condition of taking leave or in order to access some other employment benefit.
- (8) Ensure workers are provided with written terms and conditions of employment and benefits in a language they understand for their review before they begin work, and that there are safeguards in place to ensure that the offered terms and conditions of employment and benefits are maintained once work is commenced.
- (9) Never use child labour and shall only use workers who are 15 or older (or a higher age if local law defined a “child” as a person of a higher age), have achieved the age of compulsory education, and meet the minimum legal age for employment.
- (10) Ensure that workers under the age of 18 do not perform any hazardous work. “Hazardous” refers to any work that is likely to jeopardise their physical or mental health or safety, other than as allowable under local laws with required training and safety (such as trained apprenticeships or trade employment).
- (11) Ensure recruitment agents or labour brokers engaged in relation to products and/or services provided to or on behalf of Quinbrook are required to comply with policies and standards that are equivalent to this Code.
- (12) Ensure that any goods manufactured or produced are not manufactured or produced from the Xinjiang region.
- (13) Have in place appropriate record keeping to monitor compliance with immigration laws.
- (14) Adhere to Quinbrook’s related Human Rights Policy and must respond, when requested, to Quinbrook’s Modern Slavery Questionnaire.

3.15 **Environmental 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) Promptly report any accidents, injuries, incidents and actual or potential safety, health or environmental hazards occurring at Quinbrook 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

- 4.1 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 Quinbrook available to us upon request.
- 4.2 When a supplier does not meet our requirements, corrective action plans may be established and monitored for progress.
- 4.3 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 Quinbrook 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.

5 Consequences for Non-Compliance

- 5.1 Quinbrook shall determine whether violations of this Code have occurred. Where violations of this Code occur, Quinbrook shall determine appropriate penalties, which may include termination of the relationship or another course of action, pursuant to the terms of the agreement between Quinbrook and the Supplier.
- 5.2 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 Quinbrook supplier, and claims for damages.
- 5.3 Certain violations of this Code may require Quinbrook to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution.

6 Raising Questions & Concerns

- 6.1 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.

- 6.2 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 promptly. Failure to do so may result in a determination of non-compliance with this Code. Please notify Quinbrook through your business contact in writing with all information necessary for Quinbrook to fully understand any actual or suspected violations of the Code.
- 6.3 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.

Version History

Version	Date
1	May 2025

Appendix 1 – Heightened Risk Areas

Quinbrook has determined that certain commodities and raw materials as well as sourcing geographies create a greater risk of non-compliance with the expectations set out in the Code. Where Suppliers' products or services involve the raw materials or sourcing geographies set out below they should consider such products or services to carry a heightened risk of non-compliance with this Code.

Commodities and raw materials

- *Batteries supply chains:* Lithium, Phosphate, Iron, Copper, Graphite, Petroleum, Aluminum, Nickel
- *Solar supply chains:* Polysilicon, including quartz precursors, Steel and Aluminium
- *All supply chains:* Gold, Tin, Tantalum, Tungsten, Cobalt

Sourcing Geographies

Any area listed as a conflict-affected and high-risk areas under Regulation (EU) 2017/821. Available at <https://www.cahraslist.net/>

This list was last updated in April 2025

Declaration of the Supplier

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

Signature

Date

Signatory Name Printed

Signatory Title

Supplier Name