

GENERATE CAPITAL, PBC SUPPLIER CODE OF CONDUCT

INTRODUCTION

This Supplier Code of Conduct (this “Code”) establishes the minimum standards that must be met by any party that supplies goods, services or labor (each, a “Supplier”) to Generate Capital, PBC or any subsidiary it controls (collectively, “Generate”), regarding:

- environmental sustainability;
- health and safety;
- anti-harassment and anti-discrimination;
- responsible labor practices;
- anti-corruption and anti-money laundering (AML);
- cybersecurity, data privacy and confidentiality; and
- compliance with laws, rules, regulations and directives.

The standards set forth in this Code are in addition to, and not in lieu of, any standards set forth in a Supplier’s contract(s) with Generate. Where incorporated into any contract, this Code will survive the term of such contract.

We expect our Suppliers to have their own internal policies and procedures in place to support and monitor their compliance with this Code. Each Supplier is responsible for compliance with the standards set out in this Code throughout its operations and throughout its entire supply chain. Accordingly, each Supplier is responsible for compliance with the Code by all its suppliers, vendors, agents, employees and subcontractors.

It is the policy of Generate to conduct its affairs in accordance with all applicable laws, rules, regulations and directives of the jurisdictions in which it does business, and with the highest ethical and governance standards. Accordingly, we expect our Suppliers to comply with, at a minimum, the standards set forth in this Code, all contractual obligations to Generate and all applicable laws, rules, regulations and directives. This Code is subject to change at Generate’s discretion. It is the responsibility of all Suppliers to review the Code periodically to ensure compliance with the Code currently in effect, as available on our website (www.generatecapital.com) or otherwise provided to Suppliers. Further, we expect each Supplier to respond to Generate’s reasonable requests for information regarding Supplier’s compliance with this Code.

ENVIRONMENTAL SUSTAINABILITY

Environmental sustainability is central to our vision that sustainability wins, and our mission to be the leading capital partner of the Resource Revolution. In service of our mission and public benefit, Generate is committed to standing out in our leadership towards curbing climate change and advancing the sustainable use of natural resources.

Accordingly, Generate expects each of our Suppliers to comply, at a minimum, with the following environmental standards:

- Supplier shall operate its facilities and conduct its operations in compliance with all applicable environmental laws, rules, regulations, directives and international treaties;
- Supplier shall ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws, rules, regulations, directives and international treaties;
- To the extent Supplier makes any “green claims” (i.e., commercial or marketing claims that suggest a product or service is environmentally friendly or less damaging or harmful to the environment than competing goods or services or companies), Supplier shall support such green claims with underlying data upon Generate’s request; and
- Supplier shall, upon Generate’s request, provide Generate with copies of any statutorily required climate disclosures.

Generate operates projects in compliance with applicable environmental laws, rules, regulations and directives, and seeks to work exclusively with service providers that have a demonstrated record of operating in alignment with these objectives.

HEALTH AND SAFETY

Safety is a core value at Generate, and we are committed to excellence in our safety performance. Accordingly, Suppliers shall comply with the following minimum workplace health and safety standards:

- Supplier shall provide and maintain a safe, healthy, and sanitary working environment;
- Supplier shall implement procedures and safeguards based on risk assessment to prevent workplace hazards, and work-related accidents, injuries and incidents, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in this Code;
- Supplier shall have and accept sole responsibility for providing and managing the safety, environmental management, and security programs and systems with respect to all services performed by Supplier for Generate;
- Supplier shall ensure that all items furnished and all services performed by Supplier comply with the most current applicable requirements of: (i) the applicable safety regulator(s) in the jurisdiction where the services are being performed (e.g., the U.S. Occupational Safety and Health Administration (OSHA), U.K. Health and Safety Executive (HSE) or corresponding regulatory body in other jurisdictions); (ii) the applicable environmental regulator(s) in the jurisdictions where the work is being performed (e.g., the U.S. Environmental Protection Agency (EPA), U.K. Environment Agency (EA) or corresponding regulatory body in other jurisdictions); (iii) national, federal, state, regional and local environmental, health and safety regulations and standards in the jurisdiction where the services are being performed; and (iv) any other health and safety requirements provided by Generate;

- Supplier shall immediately report to Generate any reportable incidents (RIs) related to health, safety or the environment that occur at any Generate site or while performing services for, or delivering goods to, Generate; and
- Supplier shall provide documentation related to health, safety and environmental compliance promptly upon Generate's request.

In addition, each Supplier shall comply with all health and safety standards set forth in Supplier's contract(s) with Generate. In the event of an inconsistency between the health and safety standards in this Code and those set forth in Supplier's contract(s) with Generate, the higher, more stringent standard shall apply, provided the more stringent standard is compliant with applicable law.

ANTI-DISCRIMINATION; ANTI-HARASSMENT

All Suppliers shall comply with the following minimum anti-discrimination requirements:

- Supplier shall provide equal employment opportunity for all applicants and employees;
- Supplier shall not unlawfully discriminate on the basis of race, color, religion, sex, gender identity, gender expression, gender reassignment, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition, family care status, military or veteran status, marital status, domestic partner status, sexual orientation, genetic information, or any other basis protected by national, federal, state, regional and local laws, rules, regulations or directives;
- Supplier shall make reasonable accommodations for disabled employees and for pregnant employees who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth or related medical conditions; and
- Supplier shall adopt and implement written anti-discrimination and anti-harassment policies to protect all employees and job applicants.

Additionally, Generate encourages Suppliers to equitably implement their recruitment processes to attract, support, develop, and retain talent that represents a diversity of backgrounds, perspectives, and experiences at all levels of their organizations.

RESPONSIBLE LABOR PRACTICES

Generate is committed to working to the highest ethical standards, a commitment that includes doing our utmost to ensure that our employees and workers within our service and supply chains are treated with dignity and are protected from modern slavery and trafficking risks.

Accordingly, Suppliers shall adhere to the following minimum labor standards, in addition to all applicable employment, labor and supply chain laws, rules, regulations and directives:

- Supplier shall not support or engage in slavery or human trafficking, whether directly or indirectly as any part of its supply chain, and shall comply with all applicable laws, rules, regulations and directives regarding the use of forced labor or human trafficking (including, to the extent applicable to Supplier, Section 307 of the Tariff Act of 1930, the Uyghur Forced Labor Prevention Act and the U.K. Modern Slavery Act);
- Supplier shall not support or engage in, or require any: (i) compelled, involuntary, or forced labor; (ii) bonded labor; (iii) indentured labor; (iv) underage labor; or (v) prison labor;
- Supplier shall not require any worker to surrender control over original: (i) identification papers or documents giving a foreign worker the right to work in the country; (ii) identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or (iii) documents evidencing the worker's age, such as a birth certificate;
- Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly: (i) pay recruitment or other fees or other amounts (monetary or in-kind); (ii) incur debt; (iii) make financial guarantees; or (iv) incur any other financial obligation;
- Supplier shall ensure that workers have the right to freedom of movement without: (i) delay or hindrance; or (ii) the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation;
- Supplier shall allow workers to terminate their employment or work arrangement: (i) without restriction; and (ii) without the threat or imposition of any discipline, penalty, retaliation or fine or other monetary obligation;
- Supplier shall adhere to age-related standards set by the International Labor Organization and not use child labor or any form of forced or involuntary labor;
- Supplier shall implement and maintain a reliable system to verify the eligibility of all workers, including: (i) age eligibility; and (ii) legal status of foreign workers;
- Supplier shall pay at least the minimum wage and provide any benefits required by applicable law. Supplier shall compensate workers for overtime hours at the legal premium rate, as applicable. Supplier shall communicate pay structure and pay periods to all workers. Supplier shall meet all applicable legal requirements relating to wages and benefits, pay accurate wages in a timely manner, and shall not use wage deductions as a disciplinary measure;
- Supplier shall treat workers with respect and dignity. Supplier shall not subject workers to corporal punishment, harsh or inhumane treatment, or physical, verbal, sexual, or psychological abuse, coercion or harassment;
- Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining; and

- Supplier shall adopt and implement all policies and procedures required by applicable law with regard to supply chain due diligence.

Upon request, each Supplier will complete any survey or other information request sent by Generate to such Supplier to verify compliance with the foregoing standards.

ANTI-CORRUPTION, ANTI-MONEY LAUNDERING (AML), COMPLIANCE WITH LAWS AND ETHICAL DEALINGS

Generate has a zero-tolerance approach to any illegal activities. Generate is committed to maintaining an ethical business environment and preventing the use of its operations for any illegal activities.

Accordingly, Suppliers must maintain the highest ethical standards and comply with all applicable laws, rules, regulations and directives, including requirements relating to:

- Anti-corruption;
- Anti-competitive practices;
- Sanctions and trade controls;
- Anti-money laundering (AML); and
- Prevention of criminal tax evasion.

Suppliers shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage. Suppliers shall abide by all applicable anti-corruption laws, rules, regulations and directives at all levels (e.g. national, state or provincial, regional and local) of the countries in which they operate, as well as applicable local and international anticorruption conventions.

Suppliers shall comply with all applicable trade restrictions and sanctions laws, and not knowingly employ or do business with anyone suspected of being connected with criminal or terrorist activities or who is the subject of applicable trade sanctions. Suppliers shall adopt and implement written policies and procedures to prevent their employees and agents from engaging in any such actions.

Suppliers shall avoid conflict of interests with its obligations to Generate and take steps to declare and manage any conflicts, including in respect of its employees.

CYBERSECURITY, DATA PRIVACY AND CONFIDENTIALITY

Generate believes that the protection of individual privacy and Generate's confidential information are critically important. To that end, Generate expects our Suppliers to adhere to the following standards:

- Supplier shall comply with all applicable laws and regulations relating to data protection, privacy, security and the processing of personal data;
- In the event Supplier becomes aware of any non-public information about Generate or its business, Supplier shall use at least the same degree of care as it does with respect to its

own confidential information, but, in any event, at least reasonable care, to protect such Confidential Information from any unauthorized use or disclosure;

- Supplier shall adopt and implement policies and procedures to (i) detect cybersecurity and data breach incidents and (ii) prevent misuse, compromise, loss or unauthorized disclosure of personal data and/or confidential business information, in each case, as appropriate given the nature of the Supplier's business; and
- Supplier shall not use Generate's name or trademarks (or that of our affiliates or products) in publicity or advertising without Generate's prior written consent.

REPORTING CONCERNS

Subject to any restriction posed by law, Suppliers shall promptly inform Generate of any concern related to issues governed by this Code and collaborate with Generate in subsequent investigations. Further, each Supplier shall promptly notify Generate in writing upon becoming aware of any adverse publicity concerning or relating to Generate as a result of Generate's relationship with such Supplier.

Generate maintains a reporting hotline that allows employees and other interested persons to report anonymously or as an identified individual any concerns regarding potential violations of this Code and/or applicable law. Generate's reporting hotline may be accessed by telephone (toll-free in the United States) at the number provided below or by submitting an online report using the below links:

- Telephone Hotline #: +1 (833) 373-1001
- Web intake URL: <https://generatecapital.ethicspoint.com>
- Mobile URL: <https://generatecapital.navexone.com/>

Suppliers shall not retaliate or take disciplinary action against any person who has, in good faith, reported any concerns regarding potential violations of this Code and/or applicable law.

CONSEQUENCES OF NON-COMPLIANCE

In the event a Supplier fails to comply with any provision of this Code, such Supplier shall remedy such non-compliance promptly and cooperate with any reasonable requests by Generate for verification of such remedial action. In the event the Supplier fails to take such remedial action, Generate may consider terminating its business relationship with such Supplier or taking such other actions as Generate may deem appropriate under the circumstances.