

Invenergy LLC and Affiliates: Vendor Code of Conduct

Statement of Code

Invenergy LLC and its subsidiaries and affiliates (collectively “Invenergy” or the “Company”) value their reputation and strive to adhere to the highest standards of integrity in the conduct of their business. Organizations that operate with integrity build value over time and have the best chance for long-term success. Therefore, it is important that Invenergy’s Vendors understand the expectation that they too conduct business in accordance with the Company’s high standards, and in compliance with all applicable laws and regulations.

Purpose of this Code

This Vendor Code of Conduct (the “Vendor Code”) is the foundation by which Company shall ensure its Vendors’ ongoing commitment to Invenergy’s global standards of integrity.

Owner & Statement of Responsibility

Invenergy’s Procurement, Construction and Compliance Departments primarily are responsible for the oversight, implementation and maintenance of the Vendor Code.

Any questions regarding the Vendor Code should be directed to Invenergy’s Executive Vice President, Global Sourcing, or its Chief Compliance Officer.

Standards & Compliance with Laws

Vendors must comply with the Vendor Code in all aspects of their dealings with, for, or on behalf of Invenergy. To that end, Invenergy expects Vendors to implement effective systems and controls that will promote compliance with applicable laws and

foster a culture that values integrity in business dealings. Invenergy also expects Vendors to report any suspected violations of the Vendor Code on the part of its employees, affiliates, business units, contractors, subcontractors, or upstream vendors.

All forms of corruption, money laundering, extortion, and embezzlement are strictly prohibited. Vendors shall not take unfair advantage of Invenergy through abuse of privileged or proprietary information, misrepresentation of material facts, or any other unfair or dishonest practices.

Anti-Bribery & Anti-Corruption

Vendors shall not offer, promise, or provide anything of value, including money, bribes, entertainment, or kickbacks, to anyone, including Government Officials, with the expectation that the Vendor (or Invenergy) will receive favorable treatment or otherwise benefit the Vendor (or Invenergy) in return. Vendors are expected to have procedures in place to prevent their employees from engaging in bribery and corruption, including training employees on the requirements of applicable anti-bribery laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA). Vendors, in turn, shall require their subcontractors, suppliers, agents and employees to comply with all anti-bribery and/or anti-corruption laws in any and all jurisdictions in which they operate.

Fair Competition

Vendors shall not engage in any misappropriation of confidential information, price fixing, bid rigging or collusive conduct in connection with any transaction involving Invenergy. Vendors are expected to understand and shall comply with all applicable laws regarding fair competition and antitrust. Vendors shall not offer any Invenergy employee or any Invenergy employee’s family members gifts, kickbacks, bribes, payments, fees,

services, discounts, or other privileges in order to obtain favorable treatment from Invenergy or otherwise gain an improper or competitive advantage. Similarly, Invenergy employees are prohibited from demanding from Vendors anything of value, such as gifts, payments, or other benefits to obtain favorable treatment from Invenergy or otherwise gain an improper or competitive advantage.

Trade Controls & Customs Compliance

Vendors shall comply with all applicable trade control laws and regulations in the import, export, and transfer of products to be procured by Invenergy. Invenergy is committed to compliance with applicable trade control laws and regulations, including, but not limited to, U.S. export control, anti-boycott, and trade sanctions laws and regulations. Vendors shall have policies and procedures in place to ensure compliance with these legal requirements as they relate to products and services provided to Invenergy.

Conflict of Interest

Vendors shall not enter into a financial or other relationship with an Invenergy employee that creates any actual, potential, or perceived conflict of interest with Invenergy. Invenergy employees may not serve as officers, directors, employees, agents, or consultants on behalf of Vendors, except with Invenergy management consent. All conflicts discovered by Vendors must promptly be disclosed to Invenergy.

Intellectual Property & Information Protection

Vendors shall not misappropriate or misuse the intellectual property and confidential information of Invenergy. Vendors may use such property and information only upon obtaining authorization from Invenergy and only for the limited purpose authorized. Vendors in possession of Invenergy's intellectual property or confidential information must take appropriate actions to safeguard against the unauthorized disclosure or misuse of such property and information.

Personal Data & Privacy

Invenergy is committed to protecting the privacy and personal data of our employees, partners, and customers. Vendors must comply with all applicable laws and regulations and safeguard all data provided by Invenergy, which may include private and sensitive

personal information. Personal information must never be disclosed except as permitted by law. Vendors shall notify Invenergy within forty-eight (48) hours of experiencing any data breach or cyber event that does or could compromise Invenergy's data in any way.

Environment

Vendors shall comply with all applicable environmental laws and regulations. It is important that Vendors minimize environmental impact and drive continual improvement of environmental compliance. Vendors should maintain documentation in order to respond to requests for information including, but not limited to, resource consumption, emissions, compliance, environmental risks, liabilities, and other environmental sustainability metrics.

Health & Safety

Invenergy partners with Vendors to meet its commitment to the safety and well-being of employees and other personnel supporting project development, construction, and operation. Upon request, Vendors must provide a plan regarding how they intend to meet applicable health, safety and regulatory standards. To meet that commitment, Vendors are expected to provide a workplace environment that is safe and in compliance with all applicable health, safety and regulatory standards and adhere to the following guidelines:

- *Emergency Preparedness & Response:* Maintain an emergency response procedure that is periodically reviewed to address any deficiencies identified during annual emergency drills or new systems that may present unique emergency response requirements.
- *Incident Reporting & Investigation:* Maintain an Incident Reporting and Investigation Program and train employees to report, upon occurrence, all work-related injuries, or illnesses regardless of severity and to report events that impact the environment, such as spills or leaks.
- *Injury Recordkeeping and Reporting Requirements:* Utilize appropriate recordkeeping and reporting mechanisms to meet applicable health and safety standards, and regulatory requirements relating to work-related injuries or illnesses.

Human Rights & Labor

Invenergy supports internationally recognized human rights and complies with all applicable laws regarding the treatment of our employees. Invenergy insists that its Vendors also uphold these principles. Vendors that do business with Invenergy must not engage in forced, bonded, or indentured labor, or involuntary prison labor. All work must be voluntary. There shall be no inhumane treatment or harassment, including sexual harassment, sexual abuse, mental or physical coercion, or verbal abuse of workers; nor is there to be the threat of any such treatment. Child labor is strictly prohibited. All persons performing work for Vendors must meet minimum age limits, working hours, and work conditions governed by applicable laws, international treaties, and domestic regulations.

Diversity, Equity, & Inclusion

Invenergy values diversity in its workforce and recognizes the importance of cultivating an environment of diversity, equity, and inclusion where each employee's unique identity and experience enhances the workplace and creates value for its business, employees, customers, and other stakeholders. Invenergy expects its Vendors to embrace a commitment to diversity, equity, and inclusion, and to work in good faith to recruit, retain, and promote the best employees at all levels of the company without regard to race, color, religion, sex, sexual orientation, national origin, disability, or veteran status.

Management Systems, Compliance & Auditing

Vendors are expected to have adequate monitoring and record keeping systems to verify compliance with this Vendor Code, applicable laws and regulations. Vendors are also responsible for ensuring that their subcontractors and agents comply with this Vendor Code.

Invenergy reserves the right to monitor, review, and verify compliance with this Vendor Code through assessments, such as questionnaires and/or independent third-party audits conducted with reasonable notice and with the Vendor's cooperation.

Reporting Violations or Concerns

Vendors must notify Invenergy within forty-eight (48) hours of any compliance or integrity matters involving or affecting Invenergy or its projects and regardless of whether the concern affects the Vendor. In addition to reporting concerns, Vendors are expected to cooperate and assist Invenergy in the investigation of any reported matter.

A concern or suspected violation of this Vendor Code or any applicable law may be reported by any of the methods listed below.

- Invenergy General Counsel (generalcounsel@invenergy.com) or Invenergy Chief Compliance Officer (compliance@invenergy.com).
- The Invenergy Hotline (www.Invenergy.EthicsPoint.com). Anonymous reporting is available except where prohibited by local laws.

Adherence to the Vendor Code of Conduct

If a Vendor is unwilling or unable to comply with the standards set forth in this Vendor Code, Invenergy reserves the right to terminate existing and future business with that Vendor. Such termination right shall be in addition to any termination rights granted to Invenergy in any relevant contract with the Vendor.

Definitions

- Vendor: Any business, company, organization, entity, or person that: (i) sells or seeks to sell goods or services to Invenergy, (ii) performs or seeks to perform services for or on behalf of Invenergy, or (iii) otherwise acts as an agent or representative for Invenergy.
- Government Official: Any elected or appointed official, or an employee of a federal, state, or local government unit.