

Approved and effective as of 28 November 2024

Supplier Code of Ethics of AJ Power Corporate Group

I. General Provisions

- 1. AJ Power Corporate Group (hereinafter AJ Power) consists of SIA AJ Power Holding and all companies where all the shares or voting rights are held by SIA AJ Power Holding and/or a company where SIA AJ Power Holding has acquired direct or indirect decisive influence by shareholding.
- 2. In its operation, AJ Power observes the principles of fair, ethical and responsible business activity, ensuring the high quality, sustainability and safety of the provided services. It is therefore essential for AJ Power that its suppliers/cooperation partners (hereinafter Suppliers) respect and promote the same principles in their business activity, as well.
- 3. The purpose of the Supplier Code of Ethics of AJ Power Corporate Group (hereinafter Supplier Code of Ethics) is to define the requirements set by AJ Power to the Supplier for successful cooperation and where compliance with such will promote fair, socially responsible business practices and contribute to observing the material principles of ethics and the principles of sound governance.
- 4. Within the meaning of the Supplier Code of Ethics, a Supplier shall be considered to be any natural person or legal entity who directly provides services or supplies goods to AJ Power, as well as the first tier suppliers of such person, i.e., suppliers directly ensuring goods or services to the principal Supplier and involved in the supply of goods or services to AJ Power.
- 5. AJ Power may amend the Supplier Code of Ethics from time to time. The latest version is always available at www.ajpower.lv.

II. Basic Principles of the Supplier

6. Legal Compliance:

- The Supplier shall comply with all national and international laws and regulations governing its activities.

7. Respect for Human Rights:

- The Supplier shall respect internationally recognised human rights principles and standards, including but not limited to the Universal Declaration of Human Rights, the Charter of Fundamental Rights of the European Union, the European Convention on Human Rights, the Discrimination (Employment and Occupation) Convention of the International Labour Organisation and the Ten Principles of the UN Global Compact.
- The Supplier shall ensure and warrant that it has not engaged and will not engage in human rights violations at any stage of its supply chain. The Supplier shall undertake to report any alleged or actual human rights violations to AJ Power, both in its own company and in the business of its cooperation partners.

8. Safety and Health:

- The Supplier shall establish and maintain a safe and healthy working environment. The Supplier shall assume responsibility for the implementation of occupational health and safety requirements in its own company, avoiding any breach of the occupational safety standards laid down in the laws and regulations. The Supplier shall ensure that all employees receive information and training in occupational safety and health in order to be able to perform their work duties in accordance with the principles of labour protection.
- The Supplier shall ensure that all reasonable, feasible and necessary cybersecurity measures are in place, as well as shall observe all data processing security standards and regulations.

9. Labour Law:

- Under no circumstances shall the Supplier tolerate child labour or forced labour.
- The Supplier shall ensure fair and adequate work remuneration, inter alia, ensuring the payment of taxes and charges equivalent thereto as required by law.
- The Supplier shall respect the prohibition of modern slavery and all practices similar to slavery. It shall also include any form of power expression or oppression in the work environment, such as physical or emotional violence.
- Any form of direct or indirect discrimination shall not be permissible in the company of the Supplier, *inter alia*, discrimination based on race, colour, sex, age, disability, religious beliefs or political opinions, national or social origin, sexual orientation of a person; or in relation to marital status, pregnancy, the presence or absence of children, etc.
- The Supplier shall allow its employees to freely join or not join the trade union/employee representation of their choice, without threats or intimidation. The Supplier shall recognise and respect the right to collective bargaining in accordance with applicable local law.



10. Environmental Protection and Sustainability:

- The Supplier shall support, implement and comply with all applicable environmental protection requirements.
- In its operation, the Supplier shall ensure a responsible attitude towards the environment, shall recognise its impact and ensure the minimisation of any adverse environmental impacts.
- The Supplier shall comply with regulations on waste, emission control, water and environmental protection in accordance with the standards and requirements. The Supplier shall comply with all regulations on hazardous substances. This shall apply in particular to the storage and handling of hazardous substances, as well as the disposal thereof.

11. Prevention of Corruption and Bribery:

- The Supplier shall prevent bribery and corruption. By entering into a contract with AJ Power and committing to comply with the Supplier Code of Ethics, the Supplier represents that the Supplier's employees and third parties acting on behalf of the Supplier will not offer, promise, give or accept bribes or other improper payments for the purposes of obtaining new customers, retaining existing customers or obtaining any advantage for themselves. Employees of the Supplier or third parties acting on behalf of the Supplier shall not offer gifts or advantages to AJ Power employees which may form the basis for doubting the impartiality of an AJ Power employee towards the Supplier.
- The Supplier shall comply with all applicable national and international anti-corruption laws and regulations. The Supplier shall not (directly or indirectly) offer, provide or accept anything of value to illegally influence an official act or to secure an unlawful advantage for the purposes of obtaining or retaining business.

12. Prevention of Conflicts of Interest:

- A conflict of interest is any personal or financial interest, any business or personal activity or relationship, former or current employment or any duty which may interfere with the ability to objectively fulfil the job tasks and duties or impair independence and impartiality. Such conflict of interest situations shall include critical relationships such as kinship or marriage, partnership, and shareholding or investment in business partners or competitors. The Supplier shall promptly disclose any actual or potential conflicts of interest relating to its dealings with AJ Power.
- The Supplier shall prevent conflict of interest situations and corrupt or fraudulent practices by implementing and enforcing appropriate preventive and monitoring measures within the company.
- The Supplier must avoid situations where there is a conflict of interest existing between the Supplier and AJ Power, including any communication with an AJ Power employee that could create a conflict of interest with the AJ Power employee's duty to act in the best interests of AJ Power.

13. Sanctions and AML/CTF Compliance:

- The partner shall not engage in performing any unlawful activities and shall not take any types of actions that may lead to the imposition of international, including European Union or national sanctions, or the sanctions of a Member State of the European Union or the North Atlantic Treaty Organisation affecting significant interests of financial and capital market as regards the cooperation partners, and shall take preventive measures to prevent any violation of the above sanctions, as well as any instances of the intentional or unintentional circumvention thereof, on its part.
- The Supplier shall not cooperate with its cooperation partner or shall terminate ongoing cooperation if the cooperation partner is subject to international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organisation affecting significant financial and capital market interests and the cooperation partner concerned is involved in the provision of goods or services to AJ Power.
- The Supplier shall comply with applicable laws, regulations, and requirements relating to anti-money laundering and combatting terrorist financing. The Supplier shall keep financial records and reporting in accordance with the applicable laws and regulations.

III. Responsibility of the Supplier

- 14. The Supplier represents that it will take appropriate measures to ensure that the provisions of this Supplier Code of Ethics are complied with throughout the supply chain, and when selecting the cooperation partners it engages to provide services to AJ Power, will inform them of the fundamental principles set out in this Supplier Code of Ethics and require them to comply with such in an equivalent manner by including corresponding provisions in the contracts governing their mutual relationship.
- **15.** The Supplier shall ensure the transparency of internal procedures and the availability of information to AJ Power insofar as this is not contrary to the applicable laws and regulations and the Company's internal information protection rules.
- **16.** All actions contrary to this Supplier Code of Ethics shall constitute a breach of the cooperation contract and may form grounds for the review or termination of cooperation between the Supplier and AJ Power.
- 17. The Supplier will immediately notify AJ Power of any actual or suspected breach of the Supplier Code of Ethics by sending information to info@ajpower.lv.