

SUPPLIER CODE OF CONDUCT

I. INTRODUCTION

ACEN CORPORATION (“ACEN” or the “Corporation”)¹ aspires to be the largest listed renewables platform in Southeast Asia and is determined to work with its partners towards building a sustainable future. In the pursuit of this goal, ACEN seeks to partner with suppliers that share ACEN’s commitment of doing business with integrity and with the highest ethical standards. ACEN expects all of its bidders, vendors, consultants, contractors, and their employees, representatives, subcontractors and agents that supply or offer to supply goods and services to ACEN (“Suppliers”) to uphold and protect human rights, adhere to labor, environmental, health, and safety standards, and observe ethical business practices at all times. All Suppliers are required to comply with all applicable laws and regulations in the Philippines and in the jurisdictions where they operate.

This Supplier Code of Conduct (the “Supplier Code”) reflects ACEN’s values and provides the specific standards and principles that ACEN expects its Suppliers to adhere to. The implementation of this Supplier Code is aimed to create transparency in business dealings, ensure better collaboration between ACEN and its Suppliers, and promote greater accountability for the well-being of all workers involved in the supply chain.

ACEN considers its Suppliers as its business partners and highly encourages its Suppliers to consider implementing and/or aligning their existing codes of conduct with the standards and principles embodied in this Supplier Code. If a Supplier’s existing code of conduct conflicts with provisions of this Supplier Code, the Supplier shall resolve the situation in a manner mutually acceptable to the Supplier and ACEN.

ACEN expects the Suppliers to self-monitor compliance with the Supplier Code. Suppliers are responsible for ensuring that their employees, representatives, subcontractors, and agents have read, understood, and comply with the Supplier Code, and should promptly notify ACEN if circumstances arise that may cause or causes the Suppliers to violate provisions of the Supplier Code. Failure to comply with the Supplier Code may result in discontinuance of business relationship with ACEN and entitle ACEN to compensation for damages suffered on account of violation of the Supplier Code.

This Supplier Code is divided into the following four (4) sections:

- I. Compliance with Laws, Human Rights, and Labor Standards
- II. Environmental, Health, and Safety Standards
- III. Ethical Business Practices
- IV. Management System

¹ The term “Corporation” includes all other companies in the Philippines for which ACEN CORPORATION has controlling interest.

II. COMPLIANCE WITH APPLICABLE LAWS, HUMAN RIGHTS, AND LABOR STANDARDS

- **Compliance with Applicable Laws.** The Supplier shall comply at all times with the laws of the country where the Supplier operates, and the rules and regulations of appropriate government agencies which regulate the conduct of the Supplier's business. The Supplier shall have all the necessary business permits and licenses to operate its business, transact with ACEN, and shall undertake to maintain the validity of its permits and licenses during the period that it supplies goods and services to ACEN.

The Supplier shall observe honest and legal conduct and undertakes not to engage in any conduct which would, under any applicable law, constitute a criminal offense.

- **Human Rights.** The Supplier respects and upholds the internationally proclaimed human rights of workers and shall treat its workers with dignity and respect. The Supplier shall make reasonable efforts to ensure that it is not complicit in any human rights violation.
- **Compliance with Labor Standards.** The Supplier shall comply with all applicable labor laws and regulations under the laws where the Supplier operates and conducts its business. The Supplier shall regularly and promptly pay its workers the salaries, wages, and benefits required under the laws where the Supplier is domiciled and operates, and shall not require its workers to work more than the maximum hours of daily labor set by applicable labor laws and regulations, unless in cases allowed by law and provided the appropriate compensation is paid. The Supplier is encouraged to provide training and education opportunities for the continuous growth of its employees.

The Supplier undertakes to disclose to ACEN any violation of labor laws and/or standards, including any case or complaint filed and/or pending against the Supplier in any court or other judicial and quasi-judicial bodies, including the Department of Labor and Employment ("DOLE") if the Supplier is operating in the Philippines.

- **No Harsh or Inhumane Treatment.** The Supplier shall provide a safe and healthy working environment for its workers free from any form of harassment, harsh or inhumane treatment, sexual harassment and/or abuse, torture, mental or physical coercion, verbal abuse, and related threats. The use of force or any kind of violence, or threatening behavior is not allowed and shall not be countenanced.
- **No Discrimination.** The Supplier shall ensure fair treatment of its workers, and shall not promote, institute, encourage, tolerate or allow any discrimination, harassment, or less favorable treatment, on account of gender, ethnic origin, age, physical characteristics, disability, union activity, religion, pregnancy, sexual orientation, or other legally protected characteristics in the hiring, promotions, rewards, access to training, and other employment practices.
- **No Forced or Compulsory Labor.** Employment shall be voluntary, and workers should be free to leave upon reasonable notice and compliance with applicable labor laws and regulations. No Supplier shall engage in any form of human trafficking, or use any form of forced, bonded, or indentured labor.

- **No Child Labor.** The Supplier shall only employ workers who meet the applicable legal age requirement. The Supplier is also required to comply with local and international child labor laws and standard, including Republic Act No. 9231 (“Special Protection of Children Against Child Abuse, Exploitation and Discrimination Act”), and the International Labour Standards on Child Labour particularly the Minimum Age Convention 1973 (No. 138) and Worst Forms of Child Labour Convention 1999 (No. 182), both of which were duly ratified by the Philippines.

III. ENVIRONMENTAL, HEALTH, AND SAFETY STANDARDS

- **Health, Safety & Environmental Compliance.** The Supplier shall comply with all applicable health, safety and environmental rules and regulations under the laws where the Supplier operates and conducts its business. The Supplier is expected to operate in an environmentally responsible manner, in a way that protects and safeguards the environment.

If domiciled and operating in the Philippines, the Supplier shall observe the standards and procedures prescribed by the DOLE in connection with occupational health and safety, the relevant environmental rules and regulations issued by the Department of Environment and Natural Resources (“DENR”) and other government agencies. Suppliers working within an ACEN owned, managed and/or operated and maintained Power Plants and facilities are required to comply with the safety, health, and environmental rules and regulations implemented in such facilities.

- **Safe & Healthy Workplace.** The Supplier shall ensure a safe working environment for its workers, and implement appropriate controls, safe work procedures, and preventive and protective measures, including the provision of personal protective equipment to minimize risks inherent in the working environment and to safeguard the health and well-being of all workers.
- **Business Continuity Management.** The Supplier shall anticipate, identify, assess, and plan for emergency and unplanned business disruption situations and minimize their impact by securing appropriate insurance cover and through the implementation of response and recovery plans, processes, and procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

IV. ETHICAL BUSINESS PRACTICES

- **Ethical Principles & Conflict of Interest.** The Supplier shall observe the highest level of ethical business behavior and avoid conflict of interest or appearance of conflict of interest in all their dealings. Any and all forms of extortion, bribery, embezzlement, and similar unethical practices are strictly prohibited. The Supplier shall not at any time give, directly or indirectly, any inducement or bribe of any kind, form or nature, to any ACEN officer or employee in the course of obtaining the execution of any award or contract for the supply of goods or services, or offer any kickback, favor, gratuity, entertainment or anything of value to obtain favorable treatment or in exchange of information, opinion, decision, and/or recommendation for the Supplier's advantage. The Supplier shall immediately report any attempt by any ACEN officer or employee to solicit from the Supplier any gratuity or favor to: whistleblower@acenergy.com.ph; whistleblower@ayala.com.ph.

The Supplier will not attempt to subcontract any portion of the contract or services to any officer or employee of ACEN, or his/her relative within the third (3rd) civil degree of consanguinity or affinity, who is directly or indirectly involved in awarding contracts or project implementation. The directors, officers, employees, and other agents of the Supplier shall disclose to ACEN: (i) any family relations by consanguinity or affinity up to the third (3rd) civil degree, with any director, officer, or employee of ACEN; (ii) any commercial relationships with ACEN or any of ACEN's directors, officers, or employees including ownership, partnership, employment, consultancy, bilateral or multi-lateral arrangements, both present and past; and (iii) any material personal or financial interest which may affect or be seen to affect the work that the Supplier is contracted to perform with ACEN.

- **Anti-Bribery.** The Supplier undertakes that it will not violate any applicable anti-corruption and anti-bribery laws and regulations in force in the jurisdiction where the Supplier is domiciled and operates. The Supplier shall not give or offer to give or make any improper payments, directly or indirectly, to any government official, employee of a government-controlled company, or political party, customer or private third party, in order to obtain any improper benefit or advantage.
- **Anti-Money Laundering & Anti-Terrorism Financing.** The Supplier shall not knowingly participate in a scheme to launder money related to criminal or terrorist activity and comply with anti-money laundering statutes of all jurisdictions to the extent applicable to the Supplier or any of its subsidiaries, the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency. The Supplier, if operating in the Philippines, is required to strictly comply with Republic Act 10168 ("The Terrorism Financing Prevention and Suppression Act of 2012") and Republic Act No. 9160 ("Anti-Money Laundering Act of 2001") as amended.
- **Confidential Information.** The Supplier acknowledges that in the course of supplying goods and services and engaging in business transactions with ACEN, the Supplier may have access to ACEN's confidential or proprietary information, data, and documents, communicated by or on behalf of ACEN or otherwise discovered, obtained, or received

by the Supplier, its workers or agents or from its employee's or agent's inspections, including, but not limited to, business, commercial, financial, or technical information (the "Confidential Information"). The Supplier undertakes to protect the Confidential Information and shall exercise in relation thereto, no lesser security measures and degree of care than those which the Supplier applies to its own confidential information, but in no event less than reasonable care.

Any disclosure of Confidential Information shall be in accordance with the guidelines specified in the non-disclosure agreement between the Supplier and ACEN and pursuant to the requirements under applicable laws and regulations. The Supplier shall use the Confidential Information solely in connection with the supply of goods or services and will not take advantage of the same for its personal gain in accordance with Section 4.2(b) of the Philippine Stock Exchange Disclosure Rules or make it available to others for use.

- **Data Privacy**. The Supplier undertakes to comply with all applicable data privacy laws, principles, relevant regulations relating to the collection, access, use, storage, disposal, and disclosure of any personal information including any privacy law by which ACEN is bound including Republic Act No. 10173 ("Data Privacy Act of 2012") and its implementing rules and regulations. If part of the services to be provided by the Supplier includes the collection, processing, or control of personal information and sensitive personal information on behalf of ACEN, then the Supplier undertakes to comply with ACEN's policies relating to such services, shall prevent any improper and unauthorized use or dissemination of such data, and shall promptly notify ACEN of any security incident or personal data breach.
- **Protection of Intellectual Property**. The Supplier shall not infringe any intellectual property rights, such as copyrights, patents, trademarks, and trade secrets. Where any intellectual property rights are developed as part of the contractual arrangement with ACEN, the ownership of such intellectual property right shall vest and remain with ACEN, unless otherwise agreed by the parties.

V. MANAGEMENT SYSTEM

- **Establishment of Management System.** The Supplier shall comply with the standards and principles provided in the Supplier Code and shall allocate resources to establish an appropriate management system designed to ensure: (1) compliance with applicable laws and regulations and conformity with the Supplier Code; (2) detection and correction of any non-compliance or risk of non-compliance to the Supplier Code through the conduct of audits, inspections or monitoring activities; and (3) effective dissemination of the standards and principles set forth in this Supplier Code to the Supplier's employees, agents, and representatives and monitoring to ensure their strict compliance.

The Supplier shall, upon ACEN's request, submit documents and proof of compliance with the policies and standards set out in the Supplier Code. The Supplier shall also permit ACEN to conduct audit activities relating to the Supplier's compliance with the Supplier Code, which may include on-site inspections of Supplier's facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess Supplier's compliance.

SUPPLIER ACKNOWLEDGEMENT AND UNDERTAKING

The undersigned, as the duly authorized representative of the Supplier, acknowledges that he/she has read and fully understands the contents of the Supplier Code, and voluntarily executes this Supplier Acknowledgement and Undertaking on behalf of the Supplier and agrees to cause the Supplier to comply, respect, and uphold the values, and legal and ethical standards and principles stated in the Supplier Code.

The Supplier acknowledges that executing this Supplier Acknowledgement and Undertaking does not obligate ACEN to award any contract to the Supplier. ACEN reserves the right to reject any bid, proposal or quotation for failure to comply with the Supplier Code.

Any compliance concern or any questions related to this Supplier Code may be addressed to ACEN's Compliance Unit at acenergy-complianceunit@acenergy.com.ph

Supplier Name:	:	_____
Authorized Signatory:	:	_____
Designation:	:	_____
Signature:	:	_____
Date:	:	_____