

## SUPPLIER'S DECLARATION

*We communicate this Code to you, our partners; its fulfilment is important to us and therefore we will monitor and control it. In case of a Declaration content update SOLEK Group is required to inform the Supplier. Violation of the rules described in this document will be dealt with and may result in the termination of business relations.*

The Supplier is a company that respects the requirements of transparent, honest, and ethical conduct in business relations.

For this purpose, the SOLEK HOLDING SE, the company established and organized under the laws of the Czech Republic, ID: 292 02 701, and all its direct or indirect subsidiaries and affiliates (hereinafter as the "**SOLEK Group**," each company within the SOLEK Group individually referred to as "**SOLEK**") has adopted Policies and internal Regulations to ensure compliance with the standards and expectations of customers in the area of renewable energy as set out in this Declaration. The Supplier intends to reflect these requirements in its customer relationships and therefore commits itself to as follows:

- 1. Compliance with laws:** The Supplier shall, as part of its business activities and its business relation with SOLEK Group, comply with all laws and any other rules applicable to its activities, including, but not limited to, the prohibition of human trafficking and the prohibition of slavery, child and forced labor, the prohibition of unfair competition, compliance with the principles of protection of competition, compliance with the principles of product safety, for the marketing of products, their components or packaging, and compliance with the relevant rules applicable within the European Union and other relevant national legislations, related to Environment, Social, and Governance areas and SDGs (UN Sustainable Development Goals).
- 1.1. Specific compliance with laws aimed against modern slavery and child labour:** The Supplier specifically recognizes the SOLEK Group's commitment against modern slavery, including its support for the SEIA (Solar Energy Industries Association) pledge to prevent forced labour, human trafficking, and child labour in the solar supply chain. The Supplier shall in particular ensure that in the performance of and/or in connection with its business activities and its business relation with the SOLEK Group,
  - (i) it shall not engage in any breach of the United Kingdom's Modern Slavery Act 2015 (or any amendment, replacement or supplemental legislation thereto from time to time) and the Fundamental ILO Conventions, in particular Convention No. 138 on Minimum Age and Convention No. 182 on the Worst Forms of Child Labour or any equivalent law or mandatory requirement applicable in Chile or Czech Republic or any country which has jurisdiction over the Supplier, its business activities, or its business relation with the SOLEK from time to time (a "**Modern Slavery Breach**");
  - (ii) there are no practices anywhere in its supply chain that may amount to a Modern Slavery Breach, particularly no practices child labour, forced labour, or human trafficking; and
  - (iii) it shall immediately inform the SOLEK upon becoming aware (or when it ought reasonably to have become aware) of any such Modern Slavery Breach within its organization or supply chain.

2. **Code of Business Conduct and Ethics:** The Supplier must not engage in any conduct that would put our organization or any person at risk of violating anti-bribery laws.

The Supplier has become familiar with the current version of the Code of Business Conduct and Ethics applicable to the SOLEK Group (hereinafter referred to as the "**Code of Ethics**") and undertakes to adhere to the principles contained therein in the conduct of its business. The current version is available on SOLEK Group's website: <https://www.solek.com/admin-data/storage/get/555->

- 2.1 **Gifts:** The Supplier declares that its policy on business gifts is transparent and complies with generally accepted standards. In its relationship with SOLEK, the Supplier shall respect the relevant provisions of the Code of Ethics on business gifts. In this context, the Supplier undertakes in particular not to offer or provide, directly or indirectly, any financial benefit or any other similar benefit to any SOLEK employee, his/her relatives, or persons close to him/her. If any SOLEK employee directly or indirectly requests the Supplier to provide himself/herself, his/her relative, or any other person close to him/her with a financial benefit or any other similar benefit, the Supplier shall immediately notify SOLEK of such action.
- 2.2. **Conflict of interest:** The Supplier confirms that it will not prioritize its personal interests and will strive to ensure that its management employees make objective business decisions regardless of their personal or other external influences. In its relationship with SOLEK, the Supplier undertakes to ensure that none of its partners, statutory bodies, or employees who are involved in a managerial or a similar position in the business relation with SOLEK shall have an unreported conflict of interest with SOLEK's employees who are authorised to approve orders on behalf of SOLEK, or with those employees who are involved in the business relation with the Supplier on behalf of SOLEK. The situations that create a conflict of interest are generally described in the Code of Ethics. For this purpose, the Supplier shall initiate appropriate investigations with the above-mentioned persons on its side. If (i) a conflict of interest exists for the Supplier, or (ii) if at any time in the future a conflict of interest arises, the Supplier is obliged to immediately forward this fact in writing for further investigation to [compliance@solek.com](mailto:compliance@solek.com). The Supplier is obligated to review the above-mentioned facts on a regular basis (at least once per calendar quarter) for the duration of the contractual relationship with SOLEK.
3. **Environmental responsibility:** The Supplier is committed to the goals of environmental protection for present and future generations in a sustainable manner. Laws enacted to protect the environment must be observed. Suppliers are to assist in reducing their environmental footprint, conduct business in an environmentally responsible way, offer environmentally responsible products and services, and set goals and implement activities to achieve them in the areas of their biggest impact (e.g., climate change mitigation, climate change adaptation, sustainable use and protection of water and marine resources, transition to a circular economy, pollution prevention and control, and protection and restoration of biodiversity and ecosystems).
4. **Safe working conditions and respect for employees:** Business without employees is not possible. They contribute to business success. Let's treat employees with respect and dignity,

accept their differences, pay on time and a fair wage, take care of their development, work-life balance and satisfaction, protect vulnerable workers, and prevent child and forced labor. The Supplier will provide a safe, healthy, and secure workplace to its employees and employees of its Suppliers. The Supplier will abide by all applicable laws and regulations for safety and health. The Supplier is expected to provide all its employees with clear information, instruction, and adequate training on health and safety concerns and to enable its employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

- 5. Law / Courts:** The Supplier understands that SOLEK relies entirely on this Declaration and the Supplier's performance of the obligations contained herein. Thus, the Supplier agrees to indemnify SOLEK for any losses (including, but not limited to, any direct, indirect, or consequential losses), liabilities, damages, costs, and expenses incurred or suffered by SOLEK as a result of or in connection with any breach of any Supplier's obligation or misrepresentation made under this Declaration. In the event of any dispute or controversy arising from or relating to this Declaration that cannot be resolved amicably, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules of Arbitration"). The place of the arbitration shall be Zurich, Switzerland and the arbitration shall be conducted by a single arbitrator appointed in accordance with the ICC Rules of Arbitration. The arbitrator shall decide the dispute according to the law of Switzerland, and the arbitration shall be held in English. The arbitration award rendered by the International Chamber of Commerce shall be final and binding on the parties.

**Supplier**

Name: \_\_\_\_\_

Registered office: \_\_\_\_\_

ID: \_\_\_\_\_

Date: \_\_\_\_\_

Name and position: \_\_\_\_\_

Signature: \_\_\_\_\_