



SUPPLIER

Code of conduct

Year: 2024

Version: 1

Supplier Code of conduct

Message from the CEO

At FLO, we understand the indispensable role our suppliers play in our mission to help create a sustainable future. We maintain rigorous standards for all our partners, mirroring the high expectations we set for ourselves, particularly in ensuring safe and fair working conditions and promoting responsible business practices. Our commitment is to cultivate strong, trust-based relationships with our suppliers, characterized by integrity and transparency. As we advance in our journey of sustainable procurement, we recognize that collaboration with our suppliers is essential—we cannot achieve our goals alone. We actively share our core values—collaborative, humble, adventurous, innovative, responsible for change, genuinely caring, and excellence-driven—with our partners. Together, we strive not only for shared business success, but also for an environmentally, socially, and ethically responsible supply chain. We invite you to join us in this endeavor, as we look forward to building a better future together.



Louis Tremblay
President and CEO

About our Supplier Code

AddÉnergie Technologies Inc. dba FLO (“**FLO**” or the “**Company**”) is committed to conducting business in an ethical and legal manner and expects its vendors, suppliers and contractors (collectively, with their respective affiliates, “**Suppliers**”) to adhere to all applicable laws and to share in FLO’s commitment to the standards of business conduct set forth in this supplier code of conduct (“**Supplier Code**”).

In view of this, we ask that you, as a valued Supplier to FLO, review and indicate your understanding and compliance with this Supplier Code by signing at the end of this document.

Scope of application

This Supplier Code applies to all Suppliers of FLO. Supplier is responsible for compliance with the standards set out in this Supplier Code throughout its operations and entire supply chain, including, without limitation, compliance by all of its suppliers, vendors, agents, and subcontractors (collectively, “**Partners**”).

FLO retains the right to review all aspects of its supply chain, including your Partners, to ensure FLO complies with all applicable laws. Upon FLO’s request, Supplier shall within thirty (30) days disclose to FLO the names and contact information of its Partners involved in the production or supply of any goods provided to FLO. Supplier shall notify FLO of the names and contact information of any new or former Partners within fifteen (15) days of adding, changing, or eliminating any Partners, when relevant to the production and supply of any products provided to FLO.

Forced labour and child labour

All labour must be voluntary. Supplier shall not support or engage in slavery, human trafficking, or any form of bonded or indentured labour, in any part of its supply chain. Without limiting Supplier’s obligations hereunder, Supplier shall not support, use, or require Forced Labour or Child Labour as defined in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada, 2023)* or the use of prison labour, in the production of any product supplied to FLO. Supplier shall also not use any raw material or intermediate product produced by Forced Labour, Child Labour, or prison labour in the production of a final product supplied to FLO. Supplier shall conduct regular due diligence to ensure that its Partners comply with the foregoing prohibitions.

Supplier must not supply FLO with any product produced by any entity on the *Uyghur Forced Labor Prevention Act* (“**UFLPA**”) Entity List, published here: <https://www.dhs.gov/uflpa-entity-list> or the Withhold Release Orders and Finding List, published here <https://www.cbp.gov/trade/forced-labor/withhold-release-orders-and-findings>. Supplier must not supply FLO with any product, made wholly or in part, in the Xinjiang Uyghur Autonomous Region of the People’s Republic of China (“**XUAR**”). Supplier must maintain robust documentation that substantiates the absence of inputs subject to the UFLPA from its supply chain. In the event Supplier’s merchandise is detained by U.S. Customs and Border Protection, Supplier must provide FLO with the documentation that sufficiently demonstrates the merchandise is outside of the scope of the UFLPA.

Without limiting Supplier's obligations set out above, FLO provides the following illustrative practices that it considers to be unacceptable, absent further explanation or justification. Supplier shall not condone or tolerate such behaviours and must immediately notify FLO in writing if Supplier cannot confirm that it and its Partners do not engage in any of these practices:

- (a) **Financial obligations.** Requiring any worker (or worker's spouse or family member) to, directly or indirectly: (i) incur debt; (ii) make financial guarantees; or (iii) incur any other financial obligation.
- (b) **Identification papers.** Requiring 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, such as a birth certificate, evidencing the worker's age.
- © **Freedom of movement.** Denying workers 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, including the right to leave work facilities without retaliation at the end of each workday, or based on reasonable health and safety-related justifications or any other reasonable circumstances, such as personal or family emergencies.
- (d) **Freedom to terminate employment.** Denying workers the right 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.
- (e) **No discrimination, abuse, or harassment.** Discriminating against any worker based on age, race, colour, ethnic or national origin, gender, gender identity, sexual orientation, disability, handicap or the use of any means to palliate a handicap, military status, political convictions, religion, language, civil, marital, or pregnancy status, social condition, or any other characteristic other than the worker's ability to perform the job; denying workers respect and dignity and a workplace free of abuse and harassment; threatening workers with, or subjecting them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.
- (f) **Health and safety.** Denying workers a safe, healthy, and sanitary work environment or failing to integrate sound health and safety management practices into business to prevent workplace hazards and work-related accidents and injuries.
- (g) **Work hours.** Requiring workers to work more than the hours permitted by the laws of the jurisdiction where the workers are employed.
- (h) **Juvenile workers.** Employing Child Labour as defined under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*.
- (i) **Wages and benefits.** Denying workers at least the minimum wage or otherwise failing to compensate workers in accordance with local laws and regulations.

Sanctioned entities and countries

Supplier shall not provide FLO with any products produced, owned, held, or controlled by a Designated Person listed on any one or more of Canada's sanctions lists promulgated pursuant to Canada's *United Nations Act*, *Special Economic Measures Act*, *Justice for Victims of Corrupt Foreign Officials Act*, *Freezing of Assets of Corrupt Foreign Officials Act*, or any regulations establishing a list of entities under the *Criminal Code of Canada* ("**Canada's Sanctions Lists**"). Supplier shall also not provide FLO with any product for which it is prohibited for Canadians or persons in Canada to acquire. This includes the provision of any product that contains raw materials or an intermediate product that is subject to Canada's sanctions laws.

It is also FLO's policy not to accept any products for which a U.S. license is required due to the outsized compliance burden that follows with the acquisition of such products. As such, Supplier must not provide FLO with any products that are produced, owned, held, or controlled by any persons subject to restrictions or prohibitions issued by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce's Bureau of Industry and Security, or the U.S. Department of State's Directorate of Defense Trade Controls, including but not limited to persons listed on the Specially Designated Nationals list, the Entity List, the Denied Persons list, the Military End-User List, or Military-Intelligence End-User lists ("**United States' Sanctions Lists**"). Supplier must also not provide FLO with any products for which it is prohibited for U.S. persons or persons located in the United States to acquire.

FLO will not deal with any entity or individual subject to Canadian or U.S. sanctions prohibitions. Supplier hereby confirms that:

- (a) None of the Supplier, its affiliates, directors, officers, or employees are listed on, owned, held, or controlled by any entity, or own, hold, or control any entity listed on any one or more of Canada's Sanctions Lists or on the United States' Sanctions Lists.
- (b) None of the Supplier, its affiliates, directors, officers, or employees are located, organized, resident in, or have any connection to any country or are owned, held or controlled by any entity located, organized, resident in, or have any connection to any country subject to U.S. or Canadian sanctions or export control laws.

Supplier shall notify FLO immediately in writing if Supplier believes it may no longer be capable of making either statement for any reason.

Business ethics and compliance with law

Supplier shall comply with all applicable laws and regulations and conduct its business in accordance with high ethical standards. In particular, FLO expects that its Suppliers: (a) not permit or engage in bribery, corruption, embezzlement, extortion, or kickbacks; (b) not engage in money laundering; (c) not engage in any anti-competitive, restrictive or illegal trade practices; and (d) avoid any situation that may create a conflict of interest with FLO, including offering gifts of more than a nominal value (exceeding \$100 CAD) directly or indirectly to any of FLO's employees

or any person representing FLO in any way. In the event of any actual or apparent conflict of interest, Supplier shall disclose any such matter to FLO in writing.

Responsible sourcing of minerals

FLO expects each of its Suppliers to comply with applicable laws regarding “conflict minerals”, including tantalum, tin, tungsten, gold, and cobalt. In addition, FLO expects each of its Suppliers to maintain the appropriate policies and systems and to exercise sufficient due diligence to ensure that all such minerals contained in the products they manufacture are sourced in a way consistent with the Organization for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

Environmental protection

FLO also expects each of its Suppliers to operate its facilities in material compliance with all environmental laws and ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods and all packaging materials) comply in all material respects with all environmental laws. FLO encourages all Suppliers to consult FLO's latest ESG Report online at <http://www.flo.com/en-ca/esg/> and to support ESG initiatives, including the prudent use of natural resources and recycling in its operations.

Compliance and reporting

Supplier must maintain documentation reasonably necessary to evidence compliance with this Supplier Code for at least six (6) years following the date of its last shipment to FLO. Such documentation must be made available to FLO upon reasonable advance written request. Failure to comply with this Supplier Code may subject Supplier to disqualification or possible termination of its business relationship with FLO.

In the event Supplier, or any employee of Supplier, becomes aware of any breach or potential breach of this Supplier Code, such individual shall promptly notify FLO's Supply Chain Director. Reports can be made 24 hours a day, 7 days a week via the following email address: suppliers@flo.com. Individuals making reports can choose to remain anonymous.

Suppliers must ensure that no retaliation occurs against any individual who, in good faith, reports violations of this Supplier Code, or participates in any related investigations or proceedings conducted by a government enforcement agency. Retaliation is strictly prohibited and includes actions such as termination, demotion, suspension, or any other employment decisions that adversely affect an employee's status because they have reported wrongdoing or participated in an investigation.

Supplier declaration

We, the undersigned, hereby confirm on behalf of our company that by signing this document, we acknowledge and comply with the terms of this Supplier Code.

Name of Supplier: _____

Name and Function of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Date: _____