
ZincFive Supplier Code of Conduct

About Us:

ZincFive is the world leader in innovation and delivery of nickel-zinc batteries and power solutions. With more than ninety patents awarded, ZincFive technology harnesses the power of good chemistry to propel the world forward. ZincFive technology leverages the safety and sustainability of nickel-zinc chemistry to provide high power density and performance to mission critical applications. ZincFive is a privately held company based in Tualatin, Oregon. For more information, visit www.zincfive.com.

1 Purpose

ZincFive is committed to conducting its business in a highly ethical, legal, and socially responsible manner. ZincFive engages with its suppliers to share this commitment and, therefore, has established this Supplier Code of Conduct (“Code”). Although there may be different legal and cultural environments applicable to its suppliers, ZincFive requires its suppliers to comply with the Code. ZincFive has a zero-tolerance policy for unethical business practices such as embezzlement, bribery, and forced labor. To do business with ZincFive or any of its subsidiaries our suppliers are required to conduct their business in conjunction with the Code. ZincFive reserves the right to perform supplier site, QMS, human capital, safety, and supply audits to ensure compliance with this Code. We encourage suppliers to maintain policies, procedures, and practices to address these topics. We also encourage our suppliers to implement efficient management systems, utilizing the internationally recognized standards, e.g., ISO14001, ISO45001, SA8000, etc.

2 Scope

This Code applies to current and potential ZincFive supply partners.

3 Policy (“Code”)

3.1 Compliance with Laws, Regulations, and Published Standards.

At a minimum, ZincFive suppliers must operate in full compliance with the applicable laws, rules, regulations, codes and ethical standards of the countries, states, and localities in which they operate or where they provide products, people, or services to or for ZincFive. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, ethics, and labor practices. In addition, ZincFive suppliers must require their suppliers (including labor and service agencies/agents) to do the same.

3.2 ZincFive Procedures.

Suppliers must comply with the ZincFive published policies and procedures, including, but not limited to, the Conflict of Interest, Anti-corruption, Fair Relationships with Suppliers and other relevant provisions of the ZincFive Code of Ethics and Business Conduct. ZincFive may modify those policies and procedures, including this Code, from time to time, supplier should always consent to and comply with the latest version, which can be obtained by written request to purchasing@zincfive.com.

3.3 Labor Practices and Human Rights.

We expect our suppliers to respect and support the protection of human rights of their workers and others affected by their activities.

3.3.1 Freely Chosen Employment, Prohibition of Forced Labor

Supplier must not use any form of forced labor, including but not limited to bonded (including debt bonded), indentured or involuntary prison labor, slavery, or human trafficking. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting supplier provided facilities. The supplier's workers must be provided with a written employment agreement in their native language, or in a language the worker can understand. Suppliers and agents shall not hold workers' government-issued paperwork (e.g., ID, passport, work permit, etc.) unless holding is required by law. All work is voluntary, and workers are free to leave work at any time or terminate their employment if reasonable notice is given as per their contract. Suppliers shall maintain documentation on all workers leaving. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

3.3.2 Young Workers.

Child labor shall not be used in any stage of manufacturing. The minimum age for employment or work is the higher of _ years of age, the minimum age for employment in the relevant country, or the age for completing the compulsory education in the relevant country. Workers under the age of 18 (“Young Workers”) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. The use of legitimate workplace learning programs, which comply with applicable laws and regulations, is supported. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable laws and regulations. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. Suppliers and agents shall implement an appropriate mechanism to verify the age of workers. If child labor is identified, supplier shall promptly remediate.

3.3.3 Working Hours.

Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime (all overtime should be voluntary), except in emergency or unusual situations. Workers shall be allowed to have at least one day off every seven days.

3.3.4 Wages and Benefits.

Suppliers shall comply with applicable laws relating to wages and benefits (including minimum wages, overtime pay/rate, equal remuneration and legally mandated benefits). All workers shall receive equal pay for equal work and qualification. Supplier must not use deductions from wages as a disciplinary measure and must pay workers in a timely manner including a provision of clear and understandable wage statement for each pay period. All use of temporary, dispatch and outsourced labor shall be within the limits of the local law.

3.3.5 Humane Treatment.

Supplier shall treat all workers with respect and dignity and ensure that they are protected from harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

3.3.6 Non-discrimination/Non-Harassment.

Suppliers shall not engage in, or support harassment or discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices. Workers will be provided with reasonable accommodation for disability and religious practices. In addition, workers or potential workers will not be subjected to medical tests or exams that could be used in a discriminatory way. Suppliers shall promote equal opportunities.

3.3.7 Freedom of Association and Collective Bargaining.

Suppliers shall respect the right of their workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

4.0 Health and Safety Practices.

Suppliers shall provide a safe and healthy workplace and care for their workers and anyone that could be impacted by their activities. We expect our suppliers to implement the health & safety management system aligned with recognized international standards such as ISO45001, and a third-party certification is encouraged.

4.1 Occupational Health and Safety.

Suppliers shall identify and assess workplace hazards (e.g., chemical, electrical, and other energy sources, fire, vehicles, and fall hazards) and control these through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and training. Where hazards cannot be adequately controlled by these means, workers shall be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards. Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

4.1.1 Emergency Preparedness.

Suppliers shall identify, assess, and be prepared for emergency situations by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders and recovery plans. Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent.

4.1.2 Occupational Injury and Illness.

Suppliers shall ensure that procedures and systems are in place to prevent, manage, track and report occupational injury and illness including provisions to encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate the return of workers to work. Suppliers shall allow workers to remove

themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

4.1.3 Industrial Hygiene.

Supplier workers' exposure to chemical, biological and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately eliminated or controlled, workers shall be provided with and use appropriate personal protective equipment free of charge. Suppliers shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Suppliers shall provide occupational health monitoring to routinely evaluate if workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

4.1.4 Physically Demanding Work.

Supplier workers exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks shall be identified, evaluated, and controlled.

4.1.5 Machine Safeguarding.

Suppliers shall ensure that production and other machinery are evaluated for safety hazards. Physical guards, interlocks, and barriers shall be provided and properly maintained where machinery presents an injury hazard to workers.

4.1.6 Sanitation, Food, and Housing.

Suppliers shall provide workers with access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the supplier or a labor agent must be clean and safe, and provided with appropriate emergency egress, hot water, adequate lighting adequate conditioned ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

4.1.7 Health and Safety Communication.

Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

4.2 Environmental Practices.

Suppliers shall minimize the adverse environmental impacts of their operations, products, and services. We expect our suppliers to implement the environmental management system aligned with recognized international standards such as ISO14001 or the Eco Management and Audit System (EMAS), and a third-party certification is encouraged.

4.2.1 Environmental Permits and Reporting.

All required environmental permits (e.g., discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements shall be followed.

4.2.2 Pollution Prevention and Resource Conservation.

Suppliers shall optimize their consumption of natural resources, including water, fossil fuels, minerals, and virgin forest products by conserving these or by practice such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means. And measures should be implemented to prevent pollution and minimize the generation of waste and emissions at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means.

4.2.3 Hazardous Substances.

Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labelled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. Hazardous waste data shall be tracked and documented.

4.2.4 Air Emissions.

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated as required prior to discharge. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

4.2.5 Green House Gas (GHG) Emissions and Energy Management.

Supplier is encouraged to track and document their levels of greenhouse gas emissions and to aim to minimize their greenhouse gas emissions with the use of feasible technologies which are environmentally friendly and which minimize harmful emissions. Supplier is encouraged to report on its greenhouse gas emissions to show progress against greenhouse gas emissions reduction goals on an annual basis.

At ZincFive's request, Supplier shall provide Life Cycle Assessments ("LCAs"), or Environmental Product Declarations ("EPDs") related to its products purchased by ZincFive in the past year. If such LCAs or EPDs do not exist, Supplier shall cooperate with ZincFive to estimate product emissions by providing ZincFive with basic product and manufacturing process information. Supplier shall seek methods for improving energy efficiency and how to minimize energy consumption through the responsible use of energy with the use of renewable energy sources and energy conservation.

4.2.6 Materials Restrictions and Product Content.

Suppliers shall adhere to applicable laws, regulations and ZincFive requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

4.3 Ethical Practices.

Suppliers shall conduct their business in accordance with the highest standard of ethical behavior and in accordance with applicable laws and regulations. Suppliers are expected to conform to the requirements in the following areas.

4.3.1 Business Integrity, Anti-bribery, and Anti-corruption.

Suppliers shall uphold the highest standards of integrity in all business interactions. Suppliers shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion, and embezzlement. Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given, or accepted. No funds or assets of the supplier shall be paid, loaned, or otherwise disbursed as bribes, "kickbacks", or other payments designed to influence or compromise the conduct of ZincFive, its employees or representatives.

4.3.2 Conflict of Interest.

Suppliers must avoid actual, potential, or perceived conflicts of interest with ZincFive employees. If these occur, the supplier must disclose such a conflict, so that appropriate steps are taken to manage the situation.

4.3.3 Disclosure of Information.

All business dealings should be transparently performed and accurately reflected on supplier's business books and records. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

4.3.4 Intellectual Property.

Suppliers shall respect the intellectual property rights of others, including ZincFive, its affiliates and business partners. Suppliers must take appropriate steps to safeguard and maintain confidential and proprietary information of ZincFive and shall use such information only for the purposes specified for use by ZincFive. Suppliers shall observe and respect all ZincFive patents, trademarks and copyrights and comply with all requirements as to their use as established by ZincFive. Suppliers shall not transmit confidential or proprietary information of ZincFive via the internet unless such information is encrypted accordance with minimum standards established by ZincFive.

4.3.5 Fair Business, Advertising and Competition.

Suppliers shall conduct their business in full compliance with anti-trust and fair competition laws, and disclose information regarding business activities, structure, financial situation, and performance in accordance with applicable laws. And standards of fair business, advertising and competition shall be upheld.

4.3.6 Protection of Identity and Non-Retaliation.

Suppliers shall implement and maintain programs that ensure the confidentiality, anonymity and protection of supplier and employee whistleblowers, unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

4.3.7 Privacy.

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

4.3.8 Responsible Sourcing of Minerals.

Suppliers shall have a policy and exercise due diligence to reasonably assure that the minerals or materials in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses.

4.4 Management System.

Suppliers should develop, maintain, and implement policies consistent with the Code and maintain appropriate management systems and documentation to demonstrate compliance with the Code. The management system should include the following elements.

4.4.1 Company Commitment.

Suppliers shall establish human rights, health and safety, environmental and ethical policy statements affirming supplier's commitment to compliance, due diligence, and continual improvement, endorsed by executive management. Policy statements shall be posted in the facility and communicated to workers in a language they understand via accessible channels.

4.4.2 Management Accountability and Responsibility.

Suppliers shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management system on a regular basis.

4.4.3 Risk Assessment and Risk Management.

Suppliers shall adopt or establish a process to identify and control the legal compliance, environmental, health and safety and labor practice and ethics risks, including the risks of severe human rights and environmental impacts, associated with supplier's operations. Suppliers shall determine the relative significance for each risk and implement appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

4.4.4 Training.

Suppliers shall establish programs for training managers and workers to implement supplier's policies, procedures, improvement objectives and to meet applicable legal and regulatory requirements.

4.4.5 Worker/Stakeholder Engagement and Access to Remedy.

Suppliers shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by this Code and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

4.4.6 Audits and Assessments.

Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and ZincFive contractual requirements related to social and environmental responsibility.

4.4.7 Corrective Action Process.

Suppliers shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

4.4.8 Documentation and Records.

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

4.5 Additional Requirements

4.5.1 Export Sanctions / Terrorism Activities.

ZincFive suppliers should not perform their obligations in any way that would cause ZincFive nor themselves to be in violation of the U.S. nor international import/export controls. Neither suppliers nor any of their affiliates, nor any officer or director of the supplier or any of their affiliates, should be included on any lists of terrorists or terrorist organizations and/or sanction list compiled by the U.S. government or any other national or international body.

4.5.2 Data and Information Provision by Suppliers.

Upon request, all suppliers shall provide relevant data and information required by ZincFive to comply with the applicable laws, regulations, and standards. This includes, but is not limited to the requirements of EU Carbon Border Adjustment Mechanism (CBAM), energy consumption, GHG reduction targets, Scope 1, 2 and significant categories of Scope 3 GHG emissions, carbon footprint and cradle-to-grave operational data, direct and indirect embedded emissions, product content and material ingredient report, country of origin, country of manufacture, supply chain due diligence and actions taken to demonstrate compliance with modern slavery, forced labor, child labor and other sustainability

related legislation for services, materials, components and parts supplied to ZincFive.

4.5.3 Monitoring and Compliance.

ZincFive or its representatives may engage in monitoring activities to confirm suppliers' compliance to this Code, including on-site audits and inspections of facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess supplier's performance and comply with applicable due diligence legal requirements. Any ZincFive supplier or ZincFive employee that becomes aware of violations of this policy is obligated to notify ZincFive's Supply Chain Management. Based on the assessment of information made available to ZincFive, ZincFive reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier or terminate any relationship with any current supplier found to be in violation of the Code without liability to ZincFive.

4.6 Acknowledgement

Supplier confirms that:

- We have received and read ZincFive’s Supplier Code of Conduct (“Code”).
- We agree to comply with the requirements detailed in the Code.
- We will promptly provide, upon request, relevant to applicable laws or regulations, with a supply chain map of products provided to ZincFive that identifies all suppliers and sub-tier suppliers and their locations for the requested products.
- Upon request, we will provide relevant data and information as detailed in paragraph 4.5.2.
- We will inform our employees, subcontractors and suppliers about the Code content and cascade the Code requirements down our entire supply chain and require their compliance with the provisions incorporated therein.
- We will report any case of violation of the Code to ZincFive. We agree to demonstrate compliance with this Code via specific online questionnaire/tools, assessments, Validated Assessment Program (VAP), or third-party audit per ZincFive’s request. We authorize ZincFive or any organization acting on behalf of ZincFive to conduct audits at our premises and our subcontractor’s premises at any time to verify compliance with the Code.

Supplier Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature and Company Seal/Stamp: _____

Date: _____

References

- (a) The Ten Principles of the United Nations Global Compact;
- (b) The UNEP Guidelines for Social Life Cycle Assessment of Products;
- (c) The Convention on Biological Diversity, in particular Decision COP VIII/28 – Voluntary guidelines on Biodiversity-Inclusive impact assessment;
- (d) The UN Paris Agreement;
- (e) The eight fundamental ILO Conventions as defined under the ILO Declaration on Fundamental Principles and Rights at Work;
- (f) Any other international environmental conventions that are binding upon the Union or its Member States;
- (g) The ILO Declaration on Fundamental Principles and Rights at Work;
- (h) The International Bill of Human Rights, including the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights.