



Supplier Code of ABO Energy Northern Ireland Ltd and ABO Energy United Kingdom Ltd

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1. Introduction

This Supplier Code of Conduct is based on national laws and regulations as well as international pronouncements such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights and the International Labor Standards of the International Labor Organization.

[Modern Slavery Act 2015](#)

[The Employment Rights \(Northern Ireland\) Order 1996](#)

[The Employment of Children Regulations \(Northern Ireland\) 1996](#)

[The Employment Rights 2025](#)

[UK Bribery Act 2010](#)

[OECD-Due-Diligence-Guidance-for-Responsible-Business-Conduct.pdf](#)

ABO Energy Northern Ireland Ltd and ABO Energy United Kingdom Ltd (ABO Energy) is committed to an ecologically and socially responsible corporate governance. We expect our Suppliers to pursue for such behaviour as well.

ABO Energy reserves the right to update or change these requirements of the Supplier Code of Conduct. The supplier should ensure that they regularly check for updates to this document published on the company website; [ABO Energy in the UK](#)

2. Applicability

For cooperation, the contractual partners agree on the applicability of the following regulations as a common Code of Conduct. The contractual partners undertake to comply with the principles and requirements of this Supplier Code of Conduct.

ABO Energy recognises that our Suppliers operate in different legal and cultural environments, but the standards set forth in the Supplier Code of Conduct – derived from legal requirements – serve as a benchmark for acceptable behavior. Where applicable local laws impose less stringent obligations on a Supplier, the Supplier is expected to comply with the Supplier Code of Conduct. Where applicable local laws impose greater obligations on a Supplier, the Supplier must comply with those laws and regulations.

Violation of this Supplier Code of Conduct may be grounds and cause for the customer to terminate the business relationship, including any related supply contracts.

3. Requirements for Suppliers

3.1. Social Responsibility

- **Exclusion of Forced Labor:** No forced labor, slave labor or work comparable in this way may be used. All work must be voluntary, and workers must have the opportunity to terminate work or employment under contractual agreements. In addition, there must be no psychological hardship, sexual harassment or personal harassment of workers required or tolerated by management.
- **Prohibition of Child Labor:** No child labor may be used. Suppliers are required to comply with the recommendation from the ILO conventions on the minimum age for the employment of children. [ILO Conventions on child labour | International Labour Organization](#)
- **Fair Remuneration:** The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage and the minimum standards customary in the industry. Workers must be provided with all benefits required by law. Wage deductions as punitive measures are not permitted. The Supplier shall ensure that employees receive comprehensible and regular written information on the composition of their remuneration.
- **Fair Working Hours:** Working hours including overtimes comply with applicable laws and industry standards. Suppliers should regularly monitor working hours to maintain the safety, health, and welfare of workers. The maximum amount permitted by law in the respective country for individual as well as for consecutive working days may not be exceeded.
- **Freedom of Association:** The right of employees to form and join organizations of their choice and to bargain collectively shall not be denied. In cases where freedom of association or the right to collective bargaining is restricted by law, alternative means of independent and free association of employees for the purpose of collective bargaining shall be provided upon request. Employee representatives shall be protected against discrimination. They shall be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.
- **Prohibition of Discrimination:** Discrimination against employees on the grounds of race or ethnic origin, gender, religion or belief, disability, age, or sexual orientation shall be prevented or eliminated. The personal dignity, privacy and personal rights of each employee shall be respected. This creates a working environment that enables diversity, equality, and inclusion.
- **Prohibition of harassment:** Harassment, including sexual harassment, violence, bullying, physical or verbal conduct that denigrates or shows hostility toward an individual are unacceptable and will not be tolerated.

- **Health Protection; Safety at Work:** The Supplier shall be responsible for providing a safe and healthy work environment using appropriate measures. Workers shall be provided with access to drinking water in sufficient quantity, and access to clean sanitary facilities.
- **Right of Complaint:** The Supplier is responsible for establishing appropriate grievance mechanisms for individuals and communities to exercise the right of grievance.
- **Handling of Conflict Minerals:** For conflict minerals, the Organization for Economic Cooperation and Development (OECD) Due Diligence Guiding Principles for Promoting Responsible Supply Chains for Minerals from Conflict and High-Risk Areas shall be followed. [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas | OECD](#)
- **Community engagement:** The Supplier is responsible for ensuring that its activities do not negatively impact the human rights of the local communities. We expect that our Supplier prioritize hiring local workforce, and sourcing local goods and services whenever possible. In addition, the Supplier should assess and mitigate any negative impacts their operations may have on local communities. Local communities shall have the right to free, prior, and informed consent for any developments affecting them and the lands they inhabit.

3.2. Ecological Responsibility

- **Treatment and Discharge of Industrial Wastewater, Handling of Air Emission and Waste:** Wastewater from manufacturing processes, other operational processes or sanitary facilities must be reduced, typified, monitored, and properly disposed of, treated, or discharged. General emissions from operations (air and noise emissions) and greenhouse gas emissions shall be typified and routinely monitored prior to their release, and efforts should be made to avoid them. The Supplier shall follow a systematic approach to identify, handle, reduce, and responsibly dispose of or recycle solid waste. Chemicals or other materials that pose a hazard when released into the environment shall be identified and managed in a manner that ensures safety when handling, transporting, storing, and using them for recycling or reuse and when disposing of them.
- **Reduced Consumption of Raw Materials and Natural Resources:** In the use and consumption of resources during production, the effort should be to limit the generation of waste of any kind and the consumption of water and energy to a necessary level.
- **Dealing with Energy Consumption/Efficiency:** Energy consumption shall be monitored and documented. Economic solutions shall be found to improve energy efficiency and optimize energy consumption.
- **Protecting of biodiversity:** As part of our process of developing and building renewable energy, we consider the carbon emissions of construction during the life cycle of the project when designing each project. We follow mitigation hierarchy to protect biodiversity and according to it, the primary purpose is to avoid impacts on nature, the secondary purpose is to minimize and restore, and the final purpose is to compensate for impacts on nature through ecological offsets. We expect our Supplier to act to protect and conserve biodiversity and to use the biodiversity mitigation hierarchy where appropriate.

3.3. Ethical Business Conduct

Our Suppliers are expected to act in accordance with the highest ethical business conduct. We expect our Supplier to avoid situations where a conflict of interest between the Supplier and ABO Energy exists, and to disclose any actual or suspected conflict of interest, whether it shall be directly or indirectly related to ABO Energy or its employees.

Fair Competition: The standards of our "ABO Energy Code of Conduct" on fair competition are to be observed. This applies to compliance with the applicable antitrust laws, export controls and economic sanctions.

Confidentiality/Data protection: Regarding the protection of confidential information, the Supplier undertakes to meet the reasonable expectations of its customer, Suppliers, customers, consumers, and employees and to comply with legal requirements. The Supplier shall comply with data protection and information security laws and government regulations when collecting, storing, processing, transmitting, and disclosing personal information.

Intellectual Property: Intellectual property rights shall be respected; technology and knowledge transfers shall be made in a manner that protects intellectual property rights and customer information.

Integrity/Bribery, Taking Advantage: All business activities shall be based on our integrity standards set out in the "ABO Energy Code of Conduct," which are aligned with international anti-corruption standards and laws. This applies to the prohibition of bribery, corruption, extortion, and embezzlement.

Money Laundering Prevention: The Supplier supports international money laundering prevention and efforts to prevent illegal activities. Only payments from legal sources are accepted. If circumstances indicate that the origin of payments is being concealed, e.g., through unusual payment methods or the use of escrow accounts, the necessary measures must be taken immediately.

Whistleblower Protections: Suppliers should protect the confidentiality of employee whistleblowing and refrain from retaliating against employees who in good faith report inappropriate conduct (e.g., relating to environmental or human rights violations, workplace abuses, and unethical business practices) by a Supplier or an employee or officer of a Supplier.

Trade Sanctions: The supplier must ensure that it observes all applicable national and supranational sanctions and trade embargoes. The supplier must therefore take all necessary measures to avoid the risk of sanction violations. We expect our Suppliers to conduct necessary due diligence checks when selecting and continuously monitoring its own Suppliers to avoid using sanctioned entities and individuals. The Supplier agrees to notify ABO Energy without undue delay if the Supplier itself or any of its owners, directors, representatives, Suppliers, vendors, or any affiliate or individual acting on behalf of the Supplier is or becomes subject to any sanctions or if any product or technology which are provided by the Supplier is or becomes subject to export control or license requirements.

4. Implementation of Requirements and Verification of Compliance

We expect the Supplier to implement systems and controls that ensure compliance with all applicable laws, regulations, and the requirements of the most recent version of this Supplier Code of Conduct in proportion to the size, complexity, and risks related to the Supplier's business. Systems and controls

implemented by the Supplier may include for example policies, monitoring, training, and auditing practices.

In addition, we expect the Supplier with respect to supply chains to identify risks within them and to take appropriate measures. The Supplier must be able to demonstrate compliance with the Code of Conduct in accordance with applicable law, if required. The Supplier agrees that ABO Energy, may request information on compliance and will receive it after a reasonable processing time.

In the event of reasonable suspicion of violations, as well as safeguarding supply chains with increased risks, the Supplier shall promptly inform ABO Energy of the violations and risks identified and the measures taken. If a violation of the regulations of this Code of Conduct is identified by ABO Energy, the Supplier will be notified in writing within one month and a reasonable grace period will be set to bring its conduct into compliance with these regulations. If such a violation has occurred culpably and makes it unreasonable for ABO Energy to continue the contract until the ordinary termination, ABO Energy may terminate the contract after the fruitless expiry of the set period of grace if this was threatened when the period of grace was set. A statutory right to extraordinary termination without setting a grace period shall remain unaffected, as shall the right to claim damages.

The Supplier must immediately report any actual or suspected non-compliance with this Supplier Code of Conduct to ABO Energy. The Supplier and any of its employees or stakeholders may report their concerns confidentially to ABO Energy's whistleblower system:

[CrefoWhistle - Welcome](#)

5. Acknowledgement and Agreement of the Supplier

This Code shall apply in addition to, and not in lieu of, any provisions in legal agreements, contracts, or appointment forms (including change control forms) between the Supplier and ABO Energy Northern Ireland Ltd and ABO Energy United Kingdom Ltd. The Supplier confirms this by the attached document.

Supplier's Declaration:

We hereby declare the following:

We understand the terms of ABO Energy's Supplier Code of Conduct and, in addition to our obligations under the supply of services with ABO Energy Northern Ireland Ltd and ABO Energy United Kingdom Ltd we commit ourselves and our affiliates to comply with the principles and requirements contained therein.

Signature and name of the subscriber in clear script

Signing location and date of signing

Full name and address of the subscribing company

This document must be signed by an authorized representative of the Company and returned to ABO Energy. within twenty business days of receipt.

Documents may be returned digitally or with wet signature:

By Post to: ABO Energy, Unit 1 Wallace Studios, Lisburn, Northern Ireland, BT27 4AE

By Email to: ni@aboenergy.com