

GRIPS ENERGY

Code of Conduct and Ethics



Latest approved version	Approved by:	Approval date:	Major changes:
			<p>This CoC has been amended to focus on the topics relevant to external parties – namely stakeholders, clients, third parties, contractors etc.</p> <p>Therefore those sections relevant only for employees have been deleted and the CoC has been written in a way that demonstrates how it would apply to these Third Parties.</p> <p>In addition, the document itself has been changed to UK english to align with our other documents.</p>

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1. Application and Scope

Grips Energy GmbH and its affiliates (GRIPS) provide Photovoltaic (PV) and hybrid PV Energy Storage System (PV-ESS) to businesses in Sub-Saharan Africa to support them in meeting their power and energy objectives. The equipment is owned and maintained by GRIPS during the duration of the contract and usage rights provided to its clients via PPA or Lease contracts. GRIPS contracts Engineering, Procurement and Construction Services (EPC) and Operation and Maintenance (OM) services.

GRIPS designs and builds power systems based on our customers' specific requirements. Our solutions are vendor neutral and technology agnostic, to satisfy our customers particular needs. GRIPS' goal is to foster economic growth and contribute to CO2 reduction worldwide.



At GRIPS, we recognise that our actions have an impact on others and the environment. We strive to ensure that our work meets the highest standards of corporate responsibility and sustainable action. The *GRIPS Code of Conduct and Ethics* serves as a tool to help us integrate and embody our values and standards in our daily work.

GRIPS was founded with the goal of driving sustainable change in the economy, supporting the energy transition, and contributing to the implementation of the United Nations Sustainable Development Goals (SDGs). Environmental protection, climate action, and social justice are core values that are central to GRIPS's history and mission.

Our conduct reflects who we are and what we stand for. In today's rapidly changing world, it is more important than ever to have strong guiding principles. Our *GRIPS*

Code of Conduct and Ethics reflects our commitment to ethical conduct, integrity, and transparency in all aspects of our business.

Scope

The *GRIPS Code of Conduct and Ethics* explains the minimum standards of integrity and business conduct GRIPS expects from Third Parties with which it does business. This Code applies to GRIPS' supply chain, incl. customers (referred to as Third Parties throughout this document). GRIPS expects Third Parties to require the same levels of integrity and business conduct from their personnel and anyone outside their organisation engage to provide services for or with GRIPS.

GRIPS contractually assures compliance of its clients, contractors and sub-contractors (clients, EPC, O&M, solar suppliers) with the *GRIPS Exclusion List* and *IFC Performance Standards* (where applicable) and assures the right to deny or terminate any business relationship where such are continuously breached.

GRIPS acknowledges that no code of conduct can address every situation that Third Parties may encounter. As a result, this Code is not a substitute for Third Parties' own accountability and responsibility to exercise good judgement and obtain guidance regarding proper business conduct. Third Parties are encouraged to seek additional guidance and support from those within GRIPS designated as responsible for their services for or with GRIPS.

Grievances and Feedback

GRIPS is committed to addressing potential violations and as such we prioritise transparency and value feedback. We have established a comprehensive Grievance and Feedback Policy that outlines the procedures for addressing and resolving concerns. In addition, we aim to protect anyone who raises a concern in good faith from retaliation.

How this applies to Third Parties

GRIPS expects Third Parties to report in good faith any concerns that may arise in connection with GRIPS' business and potential violations of this Code, laws, regulations or ethical/professional standards. Therefore, GRIPS expects Third Parties to raise concerns related to this Code via any of the following channels (unless prohibited by law or regulation):

- Addressing the issue via the designated point of contact at GRIPS;
- Providing grievance or feedback via the dedicated page on our website; or
- Submitting an anonymous complaint via the Whistle Blower website (WhistleB).

GRIPS will review or investigate the grievance or feedback and respond accordingly.

2. Compliance with relevant legislation

In addition to any specific items mentioned elsewhere within this Code, GRIPS must comply with all applicable national legislation and standards as well as international trade laws and regulations, including but not limited to antitrust, trade controls and sanction regimes.

How this applies to Third Parties

Third Parties must comply with applicable local and international laws and regulations and GRIPS expects them to comply with this Code. In the event that any of the applicable laws or regulations is more restrictive than this Code or is inconsistent with this Code, the applicable law or regulation will take precedence.

GRIPS expects Third Parties to implement any necessary policies, procedures and training in order to be able to comply with this Code.

3. Governance

Demonstrating high standards of conduct

Our activities are conducted in an environment of integrity, probity, and accountability. We are committed to the highest ethical standards and expect our suppliers to commit to the same.

How this applies to Third Parties

GRIPS expects that Third Parties do not engage in fraudulent or corrupt activities. In addition, they must not try to influence decision making through the use of inducements (namely gifts or benefits). Finally, Third Parties must not engage with partners where they, a member of senior management or their Ultimate Beneficial Owner (UBO) is listed on one of the following sanctions lists:

- [Sanctions | United Nations Security Council](#)
- [Sanctions List Search \(treas.gov\)](#)
- [EU Sanctions Map](#)

Confidential information

Confidential information encompasses, but is not limited to, details about business operations, technology, intellectual property, financial standing and personnel, as well as any information about customers, vendors and business associates. Intellectual property encompasses more than just trade secrets, patents, trademarks and copyrights; it also includes business, marketing, and service plans, as well as technical information. At GRIPS, information is a valuable asset for us that must be protected.

How this applies to Third Parties

GRIPS expects Third Parties to protect all non-public information shared in terms of its integrity, confidentiality and availability. Third Parties must handle and protect personal data and confidential information against unauthorised and unlawful use, disclosure, access, loss, alteration, damage and destruction. They must handle and disclose the personal data and confidential information obtained in the course of their relationships with GRIPS only as authorised and directed by GRIPS and as required by applicable laws and regulations.

Not engaging in inappropriate market behaviours

GRIPS encourages innovation and competition and must not act in a manner which involves a misuse of market power or would be otherwise improper (e.g. collusive arrangements). This includes not procuring dumped goods.

How this applies to Third Parties

Third Parties must refrain from any unfair competition under applicable anti-trust and competition laws and regulations, whether alone or in combination with other entities or individuals. Third Parties must not enter into any agreement, formally or informally, to unlawfully restrict competition, set prices, compensation or benefits, or allocate clients, territories, people or services for or on behalf of GRIPS or otherwise in connection with any relationship with GRIPS.

Treatment of Suppliers

GRIPS conducts its business in a way that shows best practice corporate management. This includes promoting a collaborative relationship where buyer and supplier work together to resolve issues in a timely and respectful manner.

How this applies to Third Parties

Third Parties must avoid contractual disputes and promote good working relationships. Collaborative relationships between the Third Parties and GRIPS must be promoted in order to resolve issues in a timely and respectful manner. In addition, Third Parties must ensure respectful treatment of all employees or agents of sub-contractors.

Managing conflicts of interest

GRIPS must ensure that all conflicts of interest (whether actual, reasonably perceived or that could arise in future) are disclosed as soon as one becomes aware of such.

How this applies to Third Parties

If a Third Party becomes aware of an actual or potential conflict of interest or a sensitive situation that may impact its work with or for GRIPS (or otherwise), it must inform GRIPS as soon as possible. The Third Party may be required to put measures in place to manage such a conflict (depending on the circumstances of the situation).

Political activities

As a responsible company, GRIPS is committed to engaging in open and transparent dialogue with policymakers, government and regulatory authorities, business associations, and non-governmental organisations in policy-relevant areas. GRIPS prohibits donations in this area, including to political parties, politicians, or similar organisations on its behalf, as well as the use of company resources, such as working time or property, for personal political activities. GRIPS employees are allowed to engage in relationship-building or lobbying activities with policymakers and government agencies on the company's behalf but only in full accordance with our policies.

How this applies to Third Parties

GRIPS expects that Third Parties will act independently and refrain from providing donations to political parties, politicians or similar organisations as well as using company resources for personal political activities in relation to GRIPS activities.

4. Social

GRIPS is committed to support the welfare of people involved in its operations and projects. This includes:

Compliance with the GRIPS HSE Policy and Guidelines for Project Construction and Operation

GRIPS is responsible for the adherence of all individuals entering the site to the GRIPS HSE Policy and Guidelines for Project Construction and Operation. GRIPS HSE framework complies with the [IFC Environmental, Health and Safety General Guidelines](#).

Managing workplace health and safety

As well as complying with all workplace health and safety laws and regulations, GRIPS will regularly manage and review workplace hazards and provide any required training to our employees. This includes proactively engaging with employees, industry bodies and unions.

How this applies to Third Parties

GRIPS expects that Third Parties have their own HSE Policy and Guidelines implemented and ensure that their employees have received the necessary training to understand the policies and procedures. In addition, we expect that Third Parties are aware of and manage their workplace risks and hazards.

Treat people with respect and dignity

GRIPS supports and respects internationally recognised human rights as expressed in the International Bill of Human Rights¹ and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.²

Accordingly, GRIPS treats people with dignity and respect, and maintains a respectful, safe, inclusive and accessible workplace, physical and virtual. GRIPS does not tolerate physical violence, threats, corporal punishment, mental coercion, verbal abuse, disrespectful behaviour, intimidation, hazing, bullying or harassment of any kind (whether or not such harassment is legally prohibited on the basis of protected characteristics).

¹ [Universal Declaration of Human Rights | United Nations](#)

² [ILO Declaration on Fundamental Principles and Rights at Work \(DECLARATION\)](#)

How this applies to Third Parties

GRIPS expects that Third Parties prevent and have policies, including information and training provided to employees, in place that deal with physical violence, threats, corporal punishment, mental coercion, verbal abuse, disrespectful behaviour, intimidation, hazing, bullying or harassment of any kind.

Ensuring workplace diversity

GRIPS does not treat people differently or less favourably in relation to any hiring or employment decision because of characteristics that are not related to an individual's contributions, skills or capabilities, or the inherent requirements of the job. Many local laws around the world prohibit discrimination against people on the basis of certain characteristics, including for example, discrimination based on race, religion, age, and gender. GRIPS complies with all such laws against discrimination.

How this applies to Third Parties

GRIPS expects that Third Parties prevent and have policies, including information and training provided to employees, in place that deal with discrimination against people on the basis of certain characteristics, including discrimination based on race, religion, age, gender, gender identity or expression, sexual orientation, nationality, social or ethnic origin, marital status, pregnancy, disability, HIV/AIDS status, political affiliation, or union membership.

Labour Standards and Basic Terms and Conditions of Employment

GRIPS complies and makes all reasonable efforts to ensure that businesses within our supply chain are complying with the ILO Core Labour Standards with requirements as applicable on freedom of association and collective bargaining, child and forced labour, discrimination, and occupational health and safety stemming from the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted in 1998 and amended in 2022, and covering: (a) freedom of association and the right to collective bargaining, (b) the elimination of forced and compulsory labour, (c) the abolition of child labour, (d) the elimination of discrimination in the workplace, and (e) a safe and healthy working environment.

GRIPS must comply and make all reasonable efforts to ensure that businesses within our supply chain are complying with the ILO requirements as applicable on wage, working hours, and labour contract issues, stemming from ILO conventions 26 and 131 (on remuneration) and 1 (on working hours), and related recommendations.

In addition, GRIPS will not place unreasonable restrictions on the freedom of movement of our workers.

How this applies to Third Parties

Third Parties must also comply with the ILO Core Labour Standards with respect to wage, working hours and labour contract issues as well as the freedom of movement of workers.

Human rights exploitation

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not benefitting from, engaged in, or complicit with, human rights exploitations, such as forced or child labour, coercion, or any type of modern slavery practice.

Forced labour means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty. The eleven indicators on forced labour developed by the International Labour Organisation, a description of which can be found at: [wcms_203832.pdf \(ilo.org\)](#)

Harmful child labour means the employment of children that is economically exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

Employees may only be taken if they are at least 14 years old, as defined in the ILO Fundamental Human Rights Conventions (Minimum Age Convention C138, Art. 2), unless local law specifies compulsory school attendance or the minimum age for working. In such cases, the higher age shall apply.

The minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardise the health, safety or morals of young persons shall not be less than 18 years.

How this applies to Third Parties

Third Parties must make sure that they do not benefit from, engage in or are complicit with forced or child labour, coercion, any type of modern slavery practice or any other type of human right exploitation as defined in this code.

Alteration, damage or removal of any critical cultural heritage

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not contribution to alteration, damage or removal of any critical cultural heritage Critical cultural heritage consists of (i) the internationally

recognised heritage of communities who use, or have used within living memory the cultural heritage for long-standing cultural purposes; and (ii) legally protected cultural heritage areas, including those proposed by host governments for such designation.

How this applies to Third Parties

Third Parties must ensure that their operations, including the conduct of their employees, does not contribute to the alteration, damage or removal of any critical cultural heritage.

Land usage rights

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain do not carry out activities on lands owned, or claimed under adjudication, by indigenous peoples, without fully documented consent of such peoples.

How this applies to Third Parties

Third Parties must ensure that they do not, without the prior informed and documented consent of indigenous peoples, carry out activities on lands owned, or claimed under adjudication, by indigenous peoples.

Production and distribution of racist, anti-democratic and/or neo-Nazi media

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not involved in the production and distribution of racist, anti-democratic and/or neo-Nazi media.

How this applies to Third Parties

Third Parties must not engage in the production and distribution of racist, anti-democratic and/or neo-Nazi media.

Other excluded activities:

We do not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not engaged in the following activities:

- × Production or trade of equipment designed or designated for military purpose;
- × Production or trade in alcoholic beverages (excluding beer and wine);
- × Production or trade in tobacco;
- × Gambling, casinos and equivalent enterprises; and
- × Any business relating to pornography or prostitution.

How this applies to Third Parties

Third Parties must not engage in the production or trade of equipment designed or designated for military purpose, alcoholic beverages (excluding beer and wine), tobacco, gambling, casinos and equivalent enterprises and any business relating to pornography or prostitution.

5. Environment

GRIPS acts in a way that protects and advances environmental priorities and similarly we expect Third Parties to align with these intentions.

Significant conversion or degradation of Critical Habitat

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not contributing to significant conversion or degradation of critical habitat – this means the (i) elimination of severe diminution of the integrity of a habitat caused by a major, long term change in land or water use; or (ii) modification of a habitat that substantially reduces the habitat's ability to maintain a viable population of its native species. Critical habitat is a subset of both natural and modified habitat that deserves particular attention. Critical habitat includes areas with high biodiversity value that meet the criteria of the World Conservation Union (IUCN) classification, including habitat required for the survival of critically endangered or endangered species as defined by the IUCN Red List of Threatened Species or as defined by national legislation; areas having special significance for endemic or restricted-range species; sites that are critical for the survival of migratory species; areas supporting globally significant concentrations or numbers of individuals of congregatory species; areas with unique assemblages of species or which are associated with key evolutionary processes or provide key ecosystem services; and areas having biodiversity of significant social, economic or cultural importance to local communities. Primary Forest or forests of High Conservation Value shall be considered Critical Habitats.

How this applies to Third Parties

Third Parties must not engage in conduct that contributes to the significant conversion or degradation of critical habitat.

Production or trade in any product or activity deemed illegal under host country laws or regulations or/and international conventions and agreements or subject to international bans.

GRIPS must not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not producing or trading in any product or activity deemed illegal under host country laws or regulations or/and international conventions and agreements or subject to international bans.

This includes certain pharmaceuticals, pesticides, herbicides, and other toxic substances (Rotterdam Convention, Stockholm Convention, WHO list), ozone depleting substances (under the Montreal Protocol), protected wildlife or wildlife products (under CITES), prohibited transboundary trade in waste (under the Basel Convention).

Rotterdam Convention

<http://www.pic.int/Default.aspx?tabid=113>

2

Montreal Protocol: <https://www.epa.gov/ozone-layer-protection/ozone-depleting-substances>

Stockholm Convention
<http://www.pops.int/TheConvention/ThePOPs/AllPOPs/tabid/2509/Default.aspx> CITES: <https://checklist.cites.org/#/en>
WHO "Pharmaceuticals: Restrictions in Use and Availability" Basel
<https://www.who.int/publications/i/item/9789240014770> Convention: <http://www.basel.int/Countries/ImportExportRestrictions/tabid/1481/Default.aspx>

How this applies to Third Parties

Third Parties must not produce or trade in any product or activity deemed illegal under its national laws or regulations and any international conventions and agreements or subject to international bans.

Compliance with the GRIPS HSE Policy and Guidelines for Project Construction

GRIPS uses resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water and soil. GRIPS minimizes negative impact on biodiversity, climate change and water scarcity to protect the livelihood of people. GRIPS HSE framework complies with the [IFC Environmental, Health and Safety General Guidelines](#).

How this applies to Third Parties

It is important for Third Parties to be aware of this and incorporate these into their own HSE Policies and Guidelines.

Other excluded activities:

We do not engage in and make all reasonable efforts to ensure that businesses within our supply chain are not engaged in the following activities:

- × Production or trade in products containing Polychlorinated biphenyls (PCB);
- × Production or trade of persistent organic pollutants (POPs): Stockholm Convention;
- × Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial-scale usage of hazardous chemicals. Hazardous chemicals include gasoline, kerosene, and other petroleum products;
- × Cross-border trade in waste and waste products - Unless compliant with the relevant international agreements (Basel Convention and the Rotterdam Convention) on trade in chemicals and chemical waste and the underlying regulations;
- × Trade in wildlife or wildlife products;
- × Production or trade in bonded or unbonded asbestos fibres;
- × Production or trade in radioactive materials (other than health/quality control equipment);
- × Fossil Fuel Exclusions:
 - Coal prospection, exploration, mining or processing
 - Oil exploration or production
 - Standalone fossil gas exploration and/or production

- Transport and related infrastructure primarily used for coal for power generation
 - Crude Oil Pipelines
 - Oil Refineries
 - Construction of new or refurbishment of any existing coal-fired power plant (including dual)
 - Construction of new or refurbishment of any existing HFO-only or diesel-only power plant producing energy for the public grid and leading to an increase of absolute CO2 emissions
 - Any business with planned expansion of captive coal used for power and/or heat generation
- × Controversial fishing techniques: This includes trawls, drifts nets, shark-finning, ghost fishing, disrespecting no-take zones, methods destroying or damaging seafloor habitats where fishes and other seafloor animals reside, and methods known to catch large amounts of bycatch); and
 - × Production or trade in wood or other forestry products from primary forests, unless they are certified by one of the four main certification schemes. Primary forests are naturally regenerated forest of native tree species, where there are no clearly visible indications of human activities and the ecological processes are not significantly disturbed. The four main certification schemes are the Forest Stewardship Council (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Forest Initiative (SFI) and Canadian Standards Association (CSA).

How this applies to Third Parties

Third Parties must not engage in these abovementioned prohibited activities.

6. Reporting and Monitoring

Third Parties warrant that they have conducted due diligence on the topics mentioned in this Code, especially regarding forced labour utilising the ILO Forced Labour Indicators in a manner that is appropriate to its size and circumstances and within its reasonable exercise of control on its supply chain for products to be used in the Project.

Third Parties shall monitor their supply chains on an ongoing basis in order to identify any significant changes in such supply chain, and if new risks or incidents of topics relevant to the Code, especially regarding Forced Labour are identified, commit to take appropriate steps to remedy them, and to promptly inform the Person they are supplying if they receive information and of any new risks or incidents, especially regarding Forced Labour in the supply chain of products used in the Project.

Contractors and its sub-contractors shall use reasonable efforts to permit a review of its records related to the acquisition of products used in the Project and grant access, to the extent within its control, to its sites, facilities, plants, and equipment to an independent auditor retained by GRIPS Energy or its representatives.

Contractors and its sub-contractors shall, if requested by the Person it is supplying products to, use best efforts to provide a supply chain map of its Suppliers and/or comply with any internationally-recognised traceability protocol that at such time reflects good international industry practice;

Contractors shall inform GRIPS promptly of any event in its own practices or its suppliers breaching the obligations of the Code. It shall furthermore report any events that have attracted the adverse attention of outside parties, created adverse press reports or created potential liabilities, including any Environmental and/or Social Claim.

Contractors and its sub-contractors shall also report on any measures taken to mitigate or remedy the effects or cause of such event.