

SUPPLIER CODE OF CONDUCT

A) PURPOSE AND SCOPE

This Code of Conduct (“Code”) sets out the principles and minimum requirements of any entity including their employees and representatives providing goods or services (each, a “Supplier”) to ENWIN Utilities Ltd. including its affiliates and any entities for which it acts as an agent (hereinafter referred to collectively as “ENWIN”).

ENWIN’s values clarify what is important in our organization, guide our behaviour and decision making, and illuminate the path to success for individuals and the company. They are agility, trust, stewardship, excellence and being purposeful. ENWIN expects Suppliers to operate in a manner that is consistent with these values.

Safety is, and always will be, ENWIN’s highest priority. We are responsible for keeping our employees, the public, and the environment safe always. We incorporate this into our culture and day-to-day decision making.

ENWIN is committed to source goods and services from Suppliers who respect human rights, ethics, and the environment and have responsible policies and practices.

ENWIN may have additional requirements, which are specified during the procurement and contracting process and the ongoing management and monitoring of the contractual relationship. In the event of a conflict or inconsistency between the Code and an agreement between ENWIN and a Supplier, the agreement will govern and prevail.

B) BUSINESS INTEGRITY

1. COMPLIANCE WITH LAWS

In all their activities, Suppliers shall always operate in full compliance with all applicable laws, regulations and standards.

2. HEALTH & SAFETY

Suppliers must comply with all applicable health and safety laws, regulations and standards of the jurisdiction in which they operate, as well as ENWIN's health and safety policies, procedures and rules.

Supplier shall take responsibility for the health and safety of its personnel including, but not limited to, knowing and complying with all laws, regulations and standards applicable to their operations. This includes but is not limited to:

- i. providing a safe work environment, minimizing all types of hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures.
- ii. ensuring all personnel are appropriately trained and educated in respect of health and safety matters.
- iii. providing all personnel with appropriate personal protective equipment and all guards and barriers near machinery shall be properly maintained to reduce potential injury hazard to workers.
- iv. implementing emergency plans and response procedures to minimize the impact of emergency situations.

3. ENVIRONMENT MANAGEMENT

Suppliers must comply with all applicable environmental laws, regulations and standards of the jurisdiction in which they operate and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continuous improvement.

4. CONFLICTS OF INTEREST

Suppliers must exercise reasonable care and diligence to prevent any situation in which a conflict of interest may occur in its dealings with ENWIN. They cannot attempt to gain improper advantage or preferential treatment of other relationships they may have with ENWIN or a director, officer, employee or agent of ENWIN (for example, as a client or relative to an ENWIN employee). Suppliers should not employ or make payments or offer any rewards to any director, officer, or employee of ENWIN during the course of any business relationship between the Supplier and ENWIN.

5. GIFTS, HOSPITALITY AND OTHER BENEFITS

The nature of any gifts, hospitality or other benefits must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment from ENWIN directors, officers, employees or their representatives. ENWIN employees are generally restricted from accepting external hospitality from current or prospective Suppliers other than onsite working meals in a customary business setting. In addition, in cases where there is an active or upcoming procurement process with the current or prospective Supplier, meetings in external settings between the Supplier and ENWIN should be avoided altogether. This will ensure that Suppliers remain eligible in any competitive processes that ENWIN may run. Suppliers must maintain appropriate records of exchanges of gifts, hospitality, and other benefits between the Supplier and ENWIN.

6. ANTI-BRIBERY AND ANTI-CORRUPTION

Suppliers must comply with applicable laws, regulations and standards related to anti-bribery and anti-corruption in the jurisdictions in which they operate. Under any circumstance, it is not acceptable for any Supplier to offer any bribe, kickback or other unlawful payment or benefit to secure a concession, contract or other favorable treatment or outcome, including from an ENWIN director, officer or employee. Furthermore, Suppliers must not engage directly or indirectly in any activities that would put ENWIN at risk of violating anti-bribery and anti-corruption laws. Suppliers must notify ENWIN if they become the subject of an investigation with respect to allegations of impropriety involving bribery and corruption.

7. MATERIAL, NON-PUBLIC INFORMATION

If in their dealings with ENWIN, Suppliers become aware of or in possession of confidential and/or undisclosed material non-public about ENWIN, ENWIN expects Suppliers to have implemented policies, procedures and measures that protect such information from inappropriate access and disclosure in a manner that meets applicable legal and regulatory requirements. Suppliers must protect ENWIN's confidential and/or non-public material with at least the same degree of care as they employ with respect to their own information of like importance, but they cannot use less than reasonable care.

C) PROCUREMENT PROCESS

1. PLANNING & NEEDS ASSESSMENT

ENWIN's departments identify their procurement needs and prepare requisitions based on operational requirements. Our long-term planning includes forecasting demand, assessing market conditions, and identifying potential suppliers.

2. SUPPLIER SELECTION

Suppliers are selected through a competitive bidding process whenever practical and advantageous.

Criteria for supplier selection include price, quality, reliability, past performance, technical capability, and compliance with specifications.

3. CONTRACT NEGOTIATION & EXECUTION

Contracts are negotiated to ensure clarity regarding deliverables, pricing, terms and conditions, warranties, and dispute resolution mechanisms.

Legal review may be required for complex or high-value contracts to mitigate risks and ensure compliance.

4. CONTRACT MANAGEMENT

Contracts are managed throughout their lifecycle to monitor supplier performance, compliance with terms, and achievement of service levels.

Regular reviews and performance evaluations are conducted to identify areas for improvement and ensure contractual obligations are met.

5. DISPUTE RESOLUTION

Disputes arising from procurement activities are resolved through negotiation, mediation, or arbitration, as outlined in the contract terms and applicable laws.

D) RESPONSIBLE BUSINESS PRACTICES

1. OUTSOURCING & SUBCONTRACTING

Suppliers will ensure that any subcontractor(s) used for the provision of goods or services to ENWIN comply with this Code of Conduct.

2. PRIVACY AND INFORMATION SECURITY

ENWIN expects Suppliers to protect ENWIN's confidential, and customer based personal information ("Information") in accordance with their contractual obligations to ENWIN, applicable laws, regulations and standards.

Suppliers shall be aware of their role as Information custodians (the handling, storage, transmission, and destruction of the information) in advance of access.

Information should be collected, used, and disclosed strictly for the agreed to purposes and protected through all stages of its lifecycle. Information should only be used for the purposes defined in the contract over the course of the relationship.

Suppliers must preserve the confidentiality, integrity and availability of the Information, storing it securely, and have in place appropriate information security and privacy policies and procedures. Suppliers must use at least the same degree of care as they employ with respect to their own information of like importance, but no less than reasonable care.

Suppliers should provide cyber security training at least annually to keep pace with the changing cyber threat environment.

Suppliers must notify ENWIN immediately of any confirmed cyber or privacy breaches of ENWIN customer or personal Information and assist ENWIN in managing any consequences arising from such events.

3. BUSINESS RESUMPTION AND CONTINGENCY PLANNING

Suppliers are expected to have and maintain business continuity and disaster recovery plans in accordance with applicable regulatory, contractual and service level requirements.

4. COMMUNICATIONS AND MARKETING

Suppliers must not make any public statements (whether on company websites or via social media or otherwise), issue any media releases or distribute any marketing materials referencing ENWIN, or ENWIN trademarks or logos, unless ENWIN has approved each proposed use in advance, or such use is expressly permitted in an existing agreement with ENWIN.

E. EMPLOYMENT PRACTICES & LABOUR RELATIONS

1. HUMAN RIGHTS

Suppliers are required to act in accordance with all applicable laws, regulations and standards governing labour and employment standards, human rights, and non-discrimination. In jurisdictions where laws and regulations do not adequately address human rights, labour standards, or discrimination by meeting international norms, or whose standards do not align with the expectations outlined in this Code, ENWIN expects Suppliers to provide the greatest level of protection possible to its workers.

2. EQUITY, DIVERSITY & INCLUSION

Suppliers must promote and provide inclusive, respectful, healthy and safe workplaces that are free from harassment, discrimination, workplace violence, retaliation and other disrespectful and inappropriate behaviour.

Suppliers must treat all employees and persons with whom they do business with dignity and respect, and comply with legal obligations that prohibit discrimination or harassment.

3. CHILD LABOUR & FORCED LABOUR

Supplier shall only employ or have any work performed by individuals under the age of 16 (or the legal minimum working age as per local regulations, whichever is higher), except under limited exceptions defined by law. Supplier will also not use or engage in any forced labour as defined as bonded labour, slavery, or human trafficking.

F. MONITORING AND COMPLIANCE

Suppliers are expected to adhere to and comply with this Code. Suppliers must maintain all information and management systems necessary to document such compliance with this Code, applicable laws and regulations, and their contractual obligations with ENWIN, and provide such evidence to ENWIN upon reasonable request. Suppliers may be required to periodically confirm in writing that they meet their obligations under this Code.

Any person with reason to believe that the obligations or principles of this Code are not being respected by an ENWIN Supplier is asked to report in to purchasing@enwin.com

In the case of any deficiencies identified with respect to compliance with this Code, Suppliers are expected to promptly take corrective action to address such identified deficiencies. Where appropriate, ENWIN will seek to support the Supplier in taking corrective action to meet ENWIN's expectations. Failure to comply with this Code may result in termination of a Supplier's relationship with ENWIN.

G. OWNERSHIP AND REVISION DATE

The Chief Financial Officer is the executive owner of this Supplier Code of Conduct.