



Energiebedrijf Groningen

SUPPLIER CODE OF CONDUCT

Sustainable energy

EBG's strategy is aimed at increasing sustainability and energy-independence in the Groningen region. We generate renewable energy nearby, we use smart storage systems and we supply it to local and regional large users. We work closely with local and regional partners to stimulate employment and the economy in our municipality and region.

Code of Conduct for Suppliers

The Supplier Code of Conduct is based on the UNHHR¹, UNGP's², the ILO³ core labor standards for corporate social responsibility, the OECD⁴ guidelines and relevant laws on environmental protection. Social responsibility and responsibility with respect to sustainability is something we also expect from our suppliers to be incorporated in their business conduct. Furthermore, we expect our suppliers to select their own suppliers in accordance with the guidelines of this Supplier Code of Conduct.

Corporate governance

Under no circumstances we work with dishonest suppliers or (suspected) criminals, or get involved in business where proceeds of crime play a role. We do not engage with parties and countries that are on the UN, EU sanction list or on the Politically Exposed Persons list. Our suppliers therefore are expected to at least comply with national and international legislation and regulations, ensure that they have all the necessary permits and observe the principles of good corporate governance with a focus on continuity and integrity. Our suppliers are expected to implement the principles, norms and values described in this Supplier Code of Conduct and to monitor compliance by employees and their suppliers. Our suppliers will not tolerate discrimination against anyone who reports violations of these principles. Our suppliers have the obligation to report and be transparent to EBG about (potential) severe violations of these principles.

Suppliers shall not source, use or supply components, materials or services from entities or countries subject to EU, UN or national sanctions. Suppliers shall maintain a supply chain due diligence process to verify the origin of critical materials, including copper, silicon steel and transformer oil, and shall upon request provide EBG with supporting documentation.

Human rights and working conditions

Our suppliers:

- recognize and act in accordance with the Universal Declaration of Human Rights and work to ensure respect for human rights along the supply and value chain;
- ensure that there is no child labor, forced labor or(modern) slavery along the supply and value chain;
- prevent any discrimination or exclusion based on sexuality, gender, religion, culture, country or region of origin, or age;
- recognize and respect the right of employees to organize and join trade unions;
- do not pay their employees less than the legal minimum wage or what could be expected for
- employees to live at a decent life standard;
- adhere to acceptable working hours and social security in accordance with local standards, national and international legislation and regulations;
- ensure adequate working conditions in the areas of health and safety;
- ensure that regular appraisal interviews are conducted with their employees and provide training opportunities for employees.

Fair trading and integrity

Our suppliers:

- commit to fair trade practices and make equitable decisions to avoid corruption, abuse of power and conflicts of interest;
- in no way tolerate, and therefore take appropriate measures in their supply and value chain, to

¹ United Nations Universal Declaration of Human Rights

² United Nations Guiding Principles on Business and Human Rights

³ International Labor Organization

⁴ Organization for Economic Co-operation and Development

prevent the use of legitimate financial resources for criminal activities including terrorism and espionage;

- consider the principles of fair competition as an elementary part of their actions;
- ensure that applicable competition regulations are complied with and take appropriate measures to ensure compliance with competition law by their business partners;
- do not enter into agreements or concerted practices with other companies that have the purpose of preventing, restricting or distorting competition, and act in accordance with the principles of fair competition;
- adhere to applicable security and privacy standards and respect intellectual and other property rights;
- carefully select their suppliers, consultants, agents and other intermediaries according to appropriate suitability criteria;
- shall not use compensation of suppliers, consultants, agents and other intermediaries to provide improper benefits to business partners, customers or other third parties;
- shall not promise, give or accept any gift or entertainment that is improper or given with the expectation of receiving improper consideration or other favor in return;
- do not tolerate any form of unlawful tangible and intangible benefits to public officials or persons comparable to them (whether directly or indirectly through third parties);
- always make donations on a voluntary basis and without the expectation of anything in return;
- will not use sponsorship of individuals, groups or organizations to gain unlawful business advantage.

Data protection

Suppliers shall process any personal data in accordance with applicable data protection laws, including the GDPR (EU) 2016/679 and the Dutch UAVG. Suppliers acting as data processors on behalf of EBG shall enter into a data processing agreement prior to processing any personal data.

Cybersecurity

Suppliers of goods or services that form part of or connect to EBG's energy infrastructure shall comply with Directive (EU) 2022/2555 (NIS2) and the Dutch 'Cyberbeveiligingswet', including minimum cybersecurity risk management measures and incident reporting obligations.

Environment

Our suppliers are expected to proactively be committed to environmental and climate protection through continuous improvements. These include:

- energy saving and reduction of emissions of carbon dioxide and other harmful greenhouse gases;
- responsible as well as traceable procurement of products and their components, especially if they contain ecologically and/or socially critical raw materials;
- promotion of waste sorting, re-use, processing and recycling;
- continuous optimization of the product's reusability and/or recyclability;
- limiting water consumption and improving residual water quality;
- avoidance of local pollution in the form of spilled fluids, airborne particles, noise and light;
- preventing the use of resources whose extraction damages the environment;
- limiting the harmful effects of a product on the environment during the product's life cycle;
- having an environmental quality management system in place that is in accordance with or similar to ISO14001 or being committed to having such a system in place within an agreed period of time.

Involvement with and development of the community

Our suppliers:

- are involved with the community in which they operate;
- create local jobs and develop the skills of their (local) employees;

- seek for opportunities to employ people with a distance to the labor market with decent work within their abilities;
- consider and take responsibility for the impact of their activities on the community as a whole and on the health of the people and animals in that community.

Supply chain responsibility

Suppliers shall contractually impose obligations equivalent to this Code of Conduct on their own suppliers and subcontractors involved in the performance of contracts with EBG, and shall monitor compliance.

Reporting of violations

Suppliers shall establish and maintain a reporting mechanism enabling employees and third parties to report (suspected) violations of this Code of Conduct confidentially and without fear of retaliation, in accordance with the Dutch Wet bescherming klokkenluiders (2023). Suppliers shall notify EBG of any material reports received relating to the performance of contracts with EBG.

Audit

EBG may conduct audits to verify compliance with this Code of Conduct, subject to 30 days' prior written notice. Audits shall take place during normal business hours. Costs are borne by EBG, unless the audit reveals material non-compliance, in which case costs are borne by Supplier. Supplier shall grant EBG access to its premises, documentation and records, and shall procure equivalent access from its sub-suppliers. EBG may conduct up to one audit per calendar year, unless a prior audit has revealed material non-compliance.

Non-compliance

In the event of non-compliance, EBG reserves the right to apply the following graduated measures depending on the severity and recurrence of the violation: (i) written warning with a request for remediation within a specified period; (ii)

mandatory remediation plan with agreed milestones; (iii) discontinuation of the relationship.

Governing law and jurisdiction

This Code of Conduct is governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from or in connection with this Code of Conduct shall be submitted to the competent courts of Groningen, the Netherlands.