

SAN MIGUEL GLOBAL POWER HOLDINGS CORP.
Supplier Code of Conduct

I. PURPOSE & APPLICABILITY

San Miguel Global Power Holdings Corp. (the “**Company**”), together with its subsidiaries (collectively, the “**SMGP GROUP**”) is committed to doing business in an ethical, legal, and socially responsible manner, and to maintaining the highest standards of honesty and integrity in all aspects of our business. SMGP GROUP complies with the applicable laws of each country and jurisdiction where it operates and the industry codes of conduct of each country and jurisdiction where it operates.

This Code of Conduct applies to all SMGP GROUP Suppliers and all employees, personnel, agents, subcontractors, and similar individuals or entities hired or engaged by the SMGP GROUP Supplier or providing goods or services through the SMGP GROUP Supplier. “**SMGP GROUP Supplier**” shall refer to any person or entity that provides or is contractually obligated to provide, at any time, products and/or services to any company or entity within the SMGP GROUP (the “**SMGP GROUP Client**”).

This Code of Conduct for SMGP GROUP Suppliers is issued to promote and ensure the integrity of business dealings between SMGP GROUP and its Suppliers. It is intended to establish clear compliance standards and ethical principles that all SMGP GROUP Suppliers are bound to observe. The relevant SMGP GROUP Client reserves the right to, among others, refuse or withdraw the accredited status of a SMGP GROUP Supplier, who is found to have breached any part of this Code of Conduct.

With the expectation that each SMGP GROUP Supplier is aware of and complies with all applicable laws and regulations, SMGP GROUP Suppliers shall adopt and practice the highest standards of business ethics and meet the following minimum requirements to be able to continually do business with the SMGP GROUP.

II. SUPPLIER CODE OF CONDUCT

Compliance with Laws, Regulations and Published Standards

SMGP GROUP Suppliers must comply with applicable laws, codes, rules, or regulations of the countries, states, and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, labor practices, and data privacy.

Ethical Business Practices

SMGP GROUP Suppliers shall conduct their businesses in accordance with the highest standards of ethical behavior. Towards this end, SMGP GROUP Suppliers are expected to conform to and/or observe at all times each of the following:

Fair Trade Practices

SMGP GROUP Suppliers shall not enter into any anti-competitive agreement, abuse its dominant market position or engage in any unfair competition practices or activities, whether individually or in collusion with others. Typical examples of this conduct include, but are not limited to, practices that damage the rights and interests of end users, such as collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.

Anti-Bribery

SMGP GROUP Suppliers shall not offer, make, or receive any form of bribe in order to win or retain business, or seek to influence a business or regulatory decision inappropriately. This shall include offering or providing any bribe, kickback, contribution, gift, favor, hospitality, entertainment, secret commission, reward, employment or promise of employment, or anything of value to (i) compromise the objectivity of SMGP GROUP or a SMGP GROUP employee or representative or any foreign or domestic government official or employee in making decisions; or (ii) obtain an undue advantage or benefit from SMGP GROUP or any foreign or domestic government official or employee. The SMGP GROUP Supplier shall not pay, loan, or otherwise disburse in any manner any of its funds or assets or make any payments, whether direct or indirect, to any SMGP GROUP employee, representative, consultant or to any third party, that may create the appearance of impropriety or constitute a violation of any law under any jurisdiction.

Anti-Fraud

SMGP GROUP Suppliers shall not be involved in or facilitate any act of theft, fraud, falsification, embezzlement, or misappropriation of any SMGP GROUP or SMGP GROUP Client asset.

Conflicts of Interest

SMGP GROUP Suppliers are expected to disclose to SMGP GROUP any situation that appears as a conflict of interest or any situation where any SMGP GROUP officer, employee, or representative may have an interest of any kind in the SMGP GROUP Supplier's business or any kind of economic, familial or personal ties with the same, such as but not limited to being an owner, officer, or employee of such business, or a relative of its owner, partner, controlling stockholder, president/CEO, or senior officer within the **2nd degree** of consanguinity or affinity, or having any other type of close personal or social relationship with its owner, partner, controlling stockholder, president/CEO, or senior officer.

Other SMGP GROUP Supplier Policies and Agreements

SMGP GROUP Suppliers shall comply with the policies and procedures of SMGP GROUP applicable to suppliers, including, but not limited to, policies on Conflict of Interest, Procurement Relationships, Supplier Management, and Supplier Acceptable Use Agreement, and these policies and procedures are subject to changes and interpretations by SMGP GROUP from time to time and may be accessed through the Company website.

SMGP GROUP Suppliers shall regularly monitor and review their implementation of the abovementioned policies and procedures, and provide regular training on the same to their employees.

Intellectual Property and Confidentiality

SMGP GROUP Suppliers shall respect the intellectual property rights of others, including of SMGP GROUP, its affiliates and business partners.

- SMGP GROUP Suppliers must take appropriate steps to safeguard and maintain confidential and proprietary information of SMGP GROUP and shall use such information only for the purposes specified by SMGP GROUP.
- SMGP GROUP Suppliers shall not engage in any act that may infringe upon any SMGP GROUP patent, trademark, or copyright, and shall comply with all requirements, under both law and contract or as may be established by SMGP GROUP, as to their allowed use.
- SMGP GROUP Suppliers shall not transmit confidential or proprietary information of SMGP GROUP via the internet unless such information is secured (e.g., through encryption) in accordance with minimum standards established by the SMGP GROUP.
- SMGP GROUP Suppliers shall comply with applicable laws and regulations on the collection, transfer, processing, and retention of all personal information and sensitive personal information. SMGP GROUP Suppliers shall implement the appropriate and reasonable level of organizational, physical, and technical security measures in accordance with Supplier Relationship Security Policies and Guidelines and other relevant Information Security Policies as applicable to ensure the confidentiality and integrity of sensitive company information, and protect the same against accidental, unlawful or unauthorized processing.
- SMGP GROUP Suppliers will keep current a non-disclosure agreement with SMGP GROUP to protect the integrity and proprietary nature of all SMGP GROUP confidential information, it being understood that the SMGP GROUP Supplier shall be responsible for all acts committed by employees, agents, and advisers, or its representatives or its subsidiaries and their employees, agents, advisers or representatives.
- The SMGP GROUP will retain the right to audit the supplier processes and controls related to the agreement, or to employ a mutually agreed independent party auditor for this purpose
- Where relevant, SMGP GROUP Suppliers shall show proof of having Information security requirements and procedures in place, through ISO 27001 or Security Operations Center (SOC) Certifications, such as incident management, screening of supplier's personnel, training and awareness, decommissioning of accesses, and defect and conflict resolution.
- SMGP GROUP Suppliers shall implement proper management of information and accesses on its lifecycle (e.g., creation, use, handling, return, termination)
- In case of product deliveries, SMGP GROUP Suppliers shall provide a warranty that the product is free of errors and known vulnerabilities
- SMGP GROUP Suppliers shall implement relevant regulations for subcontracting, such as those controls that ensure that the subcontractor meets the regulatory and compliance requirements of the Company
- SMGP GROUP Suppliers shall provide, where applicable, relevant agreement partners, including a contact person for information security issues;
- When deemed necessary based on the results of the risk assessment, SMGP GROUP Suppliers and the SMGP GROUP shall agree upon penalties that will apply in the event that security-related controls were not implemented at all, not implemented as per agreed specifications, or found to be deficient. The impact of the penalties should be greater than the cost of implementing and maintaining the given control, so as to ensure compliance with contractual commitments.

Data Privacy

SMGP GROUP Supplier shall comply with the applicable provisions of the Data Privacy Act of 2012, also known as Republic Act No. 10173, its implementing rules and regulations, the issuances and circulars of the National

Privacy Commission (“NPC”), as well as other applicable personal data privacy and protection laws and regulations (collectively, “**Privacy Laws**”).

At all times, SMGP GROUP Suppliers shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal information and sensitive personal information as defined under the Privacy Laws (collectively “**Personal Data**”) that may be processed pursuant to this Contract and the Privacy Laws, and protect such against accidental, unlawful or unauthorized processing.

In the event that any Personal Data shall be disclosed by a SMGP GROUP Supplier in relation to any supply agreement, SMGP GROUP Supplier consents to the processing of Personal Data which may be collected by SMGP GROUP or which SMGP GROUP Supplier may provide to SMGP GROUP and shall ensure that the required consents under the Privacy Laws have been obtained from its relevant Data Subjects (as defined under the Privacy Laws).

SMGP GROUP Supplier shall make available to SMGP GROUP all information necessary to demonstrate compliance with the obligations laid down in the Privacy Laws, including but not limited to the submission of a valid Certificate of Registration with an applicable regulator such as the NPC, and updated contact details of the Data Protection Officer.

Environmental Practices

SMGP GROUP Suppliers shall continually look for ways to minimize unnecessary consumption of energy and resources, and the production of unnecessary waste, greenhouse gas emissions, and environmentally damaging discharges in their operations, products, and services. SMGP GROUP Suppliers shall foster and maintain a management culture and attitude that establishes a results-based system toward the continual improvement of their environmental, health and safety practices and performance. SMGP GROUP Suppliers shall comply with environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports
- Proper handling and disposition of hazardous materials
- Monitoring, controlling, and treating discharges generated from operations

Occupational Health and Safety Practices

All business practices must comply with all relevant local and national laws, codes, and regulations.

The SMGP GROUP Supplier must provide a safe and healthy working environment for all employees that includes appropriate controls, safety procedures, preventative maintenance, and protective equipment in order to prevent accidents and injury as a result of the operation of the SMGP GROUP Supplier. SMGP GROUP Suppliers shall, among other things, provide or observe the following:

- Occupational health and safety training
- A system for reporting injury and illness

- Worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled.
- Medical treatment and/or compensation to injured/ill workers, where the injury or illness is a result of or in connection with undertaking work for the SMGP GROUP Supplier.
- Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. When hazards cannot be adequately controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.
- Machine safeguarding and other protective measures to prevent injuries/illnesses to workers
- Workers are to be provided clean and safe facilities including clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities.
- Worker dormitories provided by the SMGP GROUP Suppliers, if applicable, are to be clean, and safe, and provide emergency egress, adequate heat and ventilation, and reasonable personal space.
- Additional OSH requirements as part of the Supplier Accreditation process to ensure OSH compliance of suppliers/contractors to ESG standards in Sustainability Reporting.
 - Certificate of Compliance on Occupational Safety and Health Standards;
 - DOLE approved OSH/COSH program with the conduct of HIRAC;
 - Occupational safety and health practitioner;
 - Certified First Aider;
 - Certificate of attendance for all workers on the 8-hour mandatory safety orientation;
 - Certificate of competency of skilled workers; and
 - Appropriate business registration documents (i.e. Rule 1020)

Labor Practices

The SMGP GROUP expects its suppliers to adopt sound labor practices and treat their workers fairly in accordance with applicable laws and regulations. In addition, SMGP GROUP Suppliers must comply with the following standards:

- **Freely Chosen Employment:** The SMGP GROUP Suppliers must not utilize or benefit in any way from forced or compulsory labor, nor utilize factories or subcontractors that utilize forced or compulsory labor. SMGP GROUP Suppliers must support and respect the protection of internationally proclaimed human rights and not willingly or knowingly assist in any violation of human rights, nor benefit from human rights abuses committed by another party, nor remain silent when human rights violations are being committed.
- **Human Trafficking and Slavery:** The SMGP GROUP is opposed to slavery and human trafficking and is committed to complying with applicable laws prohibiting such exploitation. SMGP GROUP Suppliers are held to the same level of commitment and are expected to fully comply accordingly.
- **No Child Labor:** SMGP GROUP Suppliers shall comply with local minimum working age laws and requirements and not employ child labor. SMGP GROUP Suppliers must only employ workers who meet the applicable minimum legal age requirement. SMGP GROUP Suppliers are also expected to comply with all other applicable child labor laws. SMGP GROUP expects our Suppliers to support and participate in industry efforts aimed at the elimination of such practices wherever they exist in the supply chain.

- **Minimum Wages:** SMGP GROUP Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.
- **Working Hours:** SMGP GROUP Suppliers shall not require workers to work more than the maximum hours of daily labor set by local laws.
- **No Harsh, Inhumane Treatment or Abuse:** SMGP GROUP Suppliers shall treat each employee with dignity and respect. SMGP GROUP Suppliers shall prohibit threats of violence, physical punishment, confinement or any other form of physical, sexual, psychological, or verbal harassment or abuse and all other forms of intimidation or harassment in the workplace.
- **No Discrimination:** SMGP GROUP Suppliers shall not discriminate in its employment practices on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, age, disability, national origin, creed, maternity, political opinion or membership, familial status, social class, or any other basis prohibited by law.
- **Freedom of Association:** SMGP GROUP Suppliers shall recognize and respect the rights of its workers to join or to refrain from joining associations of their own choosing and the right to collective bargaining in accordance with local labor laws and established practices.

Responsible Sourcing

SMGP GROUP Suppliers shall exercise appropriate due diligence in selecting their own suppliers and subcontractors in order to ensure responsible sourcing throughout the supply chain. Suppliers shall not source raw materials or components from persons or entities linked with illegal activities, human rights abuses or terrorism.

Export Sanctions/Terrorism Activities

- SMGP GROUP Suppliers must abide by all economic sanctions, trade embargoes, or export controls that the Philippines has adopted, whether the same applies to other countries, or any political or particular foreign individual and entity.
- SMGP GROUP Suppliers must not directly or indirectly engage in or support any terrorist activity.

Financial Integrity

SMGP GROUP Suppliers shall disclose their financial performance clearly and accurately in accordance with accounting principles appropriate to the size, nature, and form of their business. All commercial dealings of an SMGP GROUP Supplier shall be performed transparently and recorded truthfully in its books and records. SMGP GROUP Suppliers shall establish suitable information security controls to ensure that no confidential information in the SMGP GROUP Supplier's possession related to SMGP GROUP or the SMGP GROUP Client is used to engage in or support insider trading. Neither any SMGP GROUP Supplier nor any of its employees shall participate in money laundering.

III. CONSEQUENCES OF ANY VIOLATION OF THIS CODE OF CONDUCT

Breach of the Code of Conduct may result in actions being invoked against that SMGP GROUP Supplier, in addition to any contractual or legal remedies available to SMGP GROUP or the SMGP GROUP Client. The actions

applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the SMGP GROUP Supplier in breach of its obligations under the Code of Conduct.

IV. DEMONSTRATING COMPLIANCE

SMGP GROUP Suppliers must be able to demonstrate compliance with this Code upon request of SMGP GROUP or the SMGP GROUP Client. Said compliance may be established via sworn self-certifications of the SMGP GROUP Supplier or via the conduct, through internal departments or independent third parties, of audits, on-site evaluations, and inspections of relevant facilities and locations. SMGP GROUP Suppliers shall cooperate with said audits and inspections in all respects.

V. VERSION UPDATE

SMGP GROUP shall post this Code on its website. The SMGP GROUP reserves the right to supplement and change this Code of Conduct at any time. SMGP GROUP Suppliers are expected to monitor the website regularly for changes to this Code of Conduct.

VI. SUBMITTING QUESTIONS OR REPORTING VIOLATIONS

If SMGP GROUP Suppliers have any questions about this Code of Conduct or become aware of any violations of this Code of Conduct that is believed in good faith to be either an actual or potential violation of this Code of Conduct, please send an email to the Company Compliance Officer. Please submit the questions or report any suspicious behavior which may constitute a violation with your contact details.