



Name	Version No.
Policy on Supplier Code of Conduct	1.0
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100-930-200-003	12/18/2018
Owner	
Luiza de Camaret, Director of Procurement	
Approver	Last approval date
Johnny Johnston, Chief Operation Officer	xx/xx/2021

1. Purpose

The purpose of this policy is to set out the core values and corporate practices which Algonquin Power & Utilities Corp. and its subsidiary AQN (herein referred to as 'AQN' or the "Company", AQN, "we", "us", or "our") expects of its suppliers, contractors, subcontractors, consultants, agents, and business partners (collectively, "Suppliers").

The Company is committed to conducting business in an ethical, legal, and socially responsible manner. AQN's business and reputation is established not only by its own conduct and behavior, but by the behavior and conduct of parties with whom we engage as Suppliers. Consequently, AQN seeks to align itself with Suppliers who have values comparable to ours and operate in compliance with all applicable laws and regulations, including but not limited to, those relating to corruption, bribery, money laundering, competition, occupational health and safety, environment, and export controls.

2. Scope

This policy applies to suppliers providing products and services to AQN, and all of its subsidiaries and operations.

3. Policy Statement

The following are AQN's expectations of Suppliers.

3.1 Compliance with Laws

AQN expects its Suppliers will comply with all applicable laws, codes, rules, and regulations in effect within their designated areas of operations. This applies to all international, national, provincial, state, regional, and municipal requirements.

3.2 Ethical Business Conduct

AQN expects its Suppliers to execute business dealings with fairness and integrity. Suppliers are expected:

- To refrain from participating in any unfair bidding practice (dishonest bidding exercises, or price fixing schemes) or fraudulent activity (includes tax evasion, smuggling, bribery, forgery, espionage, or the concealment of important information).



- To adhere to applicable competition and anti-trust laws, maintain compliance with all applicable trade sanctions, anti-boycott laws, customs, export controls, and associated regulations.
- Not to make facilitation payments in violation of any applicable laws on AQN's behalf or for its intended benefit.
- Not to engage in any conduct that would put our AQN at risk of violating anti-bribery laws.

4. Gifts and Business Courtesies

Except to the extent specifically permitted below, AQN strictly prohibits any person from giving, offering, promising, demanding, soliciting, or receiving directly or indirectly a gift using corporate or personal funds that could influence or reasonably give the appearance of influencing the Company's business relationship with another person. Any offer of or request for such a gift must be reported to the Ethics Officer.

4.1 Gifts and Business Courtesies Exceptions

AQN does not prohibit:

- The giving or receiving of gifts of nominal or token value to or from non-government Suppliers and customers, provided that they are not for the express purpose of obtaining or retaining business or some other advantage for AQN, and provided that they are otherwise lawful. Gifts include, without limitation, material goods as well as services, promotional premiums, and discounts.
- Expenditures of amounts for meals, entertainment, and travel expenses for non-government Suppliers and customers that are ordinary and customary business expenses, if they are otherwise lawful.

5. Labor Practices

AQN's expectation is that Suppliers respect the following Labor Practices. Such Labor Practice expectations apply not only to the Suppliers themselves, but to the Supplier's component, subcomponent equipment and material providers. AQN expects Supplier to make a reasonable effort (via a continuous and thorough due diligence process), to cause all providers within its respective supply chain adhere to the following Labor Practice obligations.

- Wages, working hours, compensation, and benefits provided by a Supplier to its employees must comply with applicable laws.
- Working conditions provided to a Supplier's employees, comply with the labor legislation of the jurisdiction in question. In accordance with local laws, suppliers respect the rights of their employees to associate freely.
- A Supplier shall provide a safe and healthy work environment to its workforce, while complying with occupational health and safety standards. Supplier employees shall have access to drinkable drinking water and clean restroom facilities. For instances where a country's prevailing legislation is



inferior to standards set by the United Nation's International Labour Organization (ILO), these international standards must be applied.

- A Supplier must only provide employment to those legally entitled to work within the relevant jurisdiction, as per applicable law.
- A Supplier must not allow the use of child labor or forced labor.
- Suppliers are expected to foster a diverse and inclusive working environment and respect the dignity of their employees while maintaining a respectful workplace. AQN expects its Suppliers to not participate in, tolerate, encourage or allow any type of discriminatory action, harassment, disrespectful or inappropriate behavior in their business and workplaces. This includes any discrimination based on race, color, nationality, gender, ethnic origin, age, marital status, sexual orientation, beliefs, religious practice, political conviction, social class, pregnancy, or disability. Suppliers shall provide a work environment for their employees which is free from all types/forms of harassment, including verbal, physical, or sexual.

6. Commitment to Sustainability

As a company engaged in the renewable energy industry and that has prioritized the integration of Sustainability across its business modalities, AQN encourages and seeks out Suppliers who share its sustainability goals and that are proactive on environmental factors. AQN will seek opportunities, wherever possible, to collaborate, provide input, promote, and seek guidance from vendors on end of life recycling and sustainable disposal programs. We expect our Suppliers to look for more sustainable ways to operate within the confines of applicable environmental standards and practices pursuant to relevant laws, codes, and regulations while striving to decrease the Supplier's impact on the environment where possible.

7. Financial Capacity

In circumstances where Supplier's work mandate is of significant value, AQN reserves the right to request financial-related information and documentation from the Supplier, demonstrating their ability to self-finance and self-perform the work. If a Supplier is deemed to have limited financial capacity to complete the required work, has a sub-grade financial rating, or is in the midst of a legal dispute which may lead to financial distress or bankruptcy, AQN retains the right to disqualify such a Supplier from being awarded a specific awarded work.

8. Quality

The materials, equipment, services, and labor AQN receives from its Suppliers must meet agreed upon specifications. In the event a Supplier is considering the use of a subcontractor to provide the good or service for AQN, the Supplier shall ensure the use of such subcontractors will not negatively affect or



compromise the delivery or quality of delivered goods or services or otherwise violate the Company's Code of Business Conduct and Ethics.

9. Confidentiality

Depending on the nature of a Supplier's scope of work, AQN may request the signing and execution of a mutually agreed upon non-disclosure agreement. Confidential Information includes, but is not restricted to the following information which has not been publicly released by AQN:

- Technical and commercial data regarding AQN-owned assets, equipment, business plan/requirements.
- Project or asset economics, financial models, or cash-flow projections.
- Confidential consulting reports, analysis, or recommendations.
- Details stemming from current and past commercial agreements.

Whether or not a specific non-disclosure agreement has been agreed upon by the Supplier and the Company, all Suppliers are asked to comply with the following control procedure designed to safeguard AQN's confidential information ("Confidential Information") and confidential document(s) ("Confidential Documents"):

- Suppliers are only authorized to use AQN-related Confidential Information for the pre-determined designated purpose.
- Suppliers are to implement an adequate security system within their physical and network facilities to restrict access to Confidential Information.
- Confidential Documents should be returned, shredded, or properly destroyed after use unless such records are relevant to any pending or threatening legal or regulatory procedure. The same applies to electronic copies of AQN documentation, these shall be deleted after completion of work to AQN.
- Supplier must ensure appropriate and adequate record keeping of records related to AQN which may be relevant to future regulatory or legal proceedings.
- In the event of a privacy breach, security breach, or wrongful utilization of AQN's Confidential Information, the Supplier is to advise the Company immediately.

10. Conflict of Interest

- When a Company's employee is involved in the decision making process of hiring a potential supplier, the Company's employee and supplier shall not have a close existing personal relationship (i.e. which includes family or persons in a personal relationship) without such disclosure being communicated in advance of any involvement to the Company (Chief HR Officer or Chief Risk and Compliance Officer). Both the Company's employee and the supplier must adhere to this requirement, and ensure such disclosure is provided. Supplier shall make such disclosure via the IntegrityCounts ethics hotline, or by contacting the Company's Compliance and Ethics Committee (both listed below).



- Suppliers must not solicit for hire any member of AQN's workforce while conducting business for the Company. This applies for a period of twelve (12) months following the conclusion of any business transactions.
- Suppliers must not utilize Confidential Information and Confidential Documents for any purpose other than for the benefit of AQN.

II. Policy Compliance and Breach of Policy

AQN may assess and re-evaluate a Supplier's compliance to this Code via (i) a Supplier's written confirmation or (ii) an in-person visit or meeting – Suppliers are expected to comply with such requests. When feasible, AQN may provide reasonable advance notice if it detects a Supplier's deficiency in adhering to this Code, the Company may request that corrective action be undertaken by the Supplier. A Supplier's failure to take corrective measures may result in the cancellation of current and future work/contract opportunities. Suppliers are expected to assess potential risks within their own supply chain and take corrective and appropriate measures to rectify such risks. A Supplier may also be asked to demonstrate past adherence to applicable laws, codes, rules, and regulations which govern their respective designated areas of operations.

If you have questions or concerns regarding this Supplier Code of Conduct policy or the Code of Business Conduct and Ethics, please forward your questions/concerns using one of the following means:

The Integrity Counts ethics hotline. Issues and concerns may be reported anonymously as follows:

On line at: www.integritycounts.ca;

By email at: algonquin@integritycounts.ca; or

Toll-free telephone at: 866-921-6714.

Company's Compliance and Ethics Committee (complianceofficer@algonquinpower.com).

References and Related Documents

100-930-200-002 [Policy on Procurement](#)

100-800-200-001 [Ethics Reporting Policy](#)

100-600-100-001 [Code of Business Conduct and Ethics](#)



Version History

Version No.	Revision Date	Revised By	Description of Revisions
1.0	12/18/2018	Luiza de Camret	Reviewed as per policy framework
1.1	03/10/2021	Luiza de Camret	New Liberty template, process updates and approved at Business Performance Council on May 28, 2021