

Supplier Code of Conduct

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1 INTRODUCTION

Pattern views our Suppliers as vital partners in our mission to transition the world to renewable energy. We expect our Suppliers to conduct business in a lawful and ethical manner, respect human rights, and adhere to Pattern’s fundamental commitments to safety, environmental stewardship, communities and cultures, and diversity, equity, and inclusion.

Corporate integrity, responsible procurement, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Pattern Energy Group LP and its subsidiaries (collectively known as “Pattern,” “we,” “us,” or “our”).

We incorporate internationally recognized human rights standards, industry best practices, and the needs of our valued stakeholders into our business practices. We value responsibility, integrity, and accountability at Pattern and in our supply chain.

1.1 Applicability

This Code of Conduct (“Code”) applies to all manufacturers, distributors, vendors, contractors, and other suppliers who provide goods and services to Pattern (each “Supplier” and collectively “Suppliers”).

Supplier is responsible for compliance with the standards set out in this Code by all its suppliers, vendors, agents, and subcontractors who support Supplier by providing Pattern with goods and services (Supplier’s “Partners”). Supplier shall ensure compliance with this Code in all the operating locations used by Supplier or its Partners by providing goods or services to Pattern.

This Code establishes the minimum standards that should be met by any Supplier regarding:

- treatment of workers;
- ethical business practices;
- impact on the environment;
- workplace safety;
- community impact; and
- reporting and compliance.

To monitor and continually improve our program, Pattern will conduct periodic benchmarking with industry peers and ongoing stakeholder engagement. This Code is reviewed and updated in accordance with industry best practices.

2 HUMAN RIGHTS

Pattern believes human rights are a fundamental value and expects Suppliers to treat them as such. Our approach is guided by international frameworks, including the United Nations (UN) Guiding Principles on Business and Human Rights and the UN Universal Declaration of Human Rights. We expect our Suppliers to comply with all applicable law, including but not limited to those applicable to forced or compulsory labor and minimum age of labor.

2.1 Slavery and Human Trafficking

Supplier shall not support or engage in slavery or human trafficking in any part of their supply chain. All work shall be voluntary, and employees shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given.

Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any compelled, involuntary, or forced labor, labor to be performed by children, bonded labor, indentured labor, and prison labor. Compelled, involuntary, or forced labor includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction, or fraud for labor or services.

2.2 No Discrimination, Abuse, or Harassment

Employees should be treated, and treat each other, fairly and with respect and dignity. In keeping with this objective, conduct involving discrimination or harassment of our employees, or the employees of our Suppliers, will not be tolerated.

Supplier shall not, and shall ensure that its Partners do not, discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on any personal characteristics protected by law, including but not limited to, race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

2.3 Compliance and Documentation for Worker Eligibility

Supplier shall implement and maintain a reliable system to verify the eligibility of all workers, including age, eligibility, and legal status of foreign workers. Supplier shall implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

2.4 Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not improperly interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

2.5 Freedom of Movement

There shall be no unreasonable restrictions on employees' freedom of movement on the premises where they work, nor any unreasonable restrictions on entering or exiting the work premises, including, if applicable, employees' dormitories or living quarters.

2.6 Freedom of Termination

Supplier shall allow workers to terminate their employment or work arrangement without restriction, and without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

2.7 Compensation and Benefits

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of the minimum wage and benefits established by applicable law, collective agreements, and industry standards.

2.8 Work Hours

Supplier shall comply with all applicable law related to the maximum number of regularly paid hours worked per week (including overtime hours) and to workers' access to holidays and days off, rest periods, bathroom breaks, and meal breaks.

2.9 Diversity, Equity, and Inclusion

Pattern is committed to a diverse, equitable, and inclusive workplace where all employees belong, regardless of personal characteristics or abilities, and expects Supplier to do the same. We strive for diversity within our supply chain by using local businesses and diverse-owned businesses. Supplier is expected to inform us if it has any existing diversity classifications or certificates and respond to Pattern's supplier diversity questionnaires.

3 ETHICS

Pattern is strongly committed to conducting our business affairs with honesty and integrity and in full compliance with all applicable laws, rules, and regulations. As such, Pattern expects Suppliers to act with the highest ethical standards to support our commitments.

3.1 Professional Conduct

Supplier shall conduct itself in a professional, honorable, and ethical manner when performing services for Pattern. Supplier's behavior should never be detrimental to the interests or image of Pattern or its employees.

3.2 Conflict of Interest

Supplier should avoid situations that present a potential or actual conflict between its interest and the interest of Pattern. Supplier may not place its personal interests ahead of our interests when performing duties on behalf of Pattern and must avoid a conflict of interest or an appearance of a conflict of interest that might arise because of personal self-interest.

3.3 Gifts, Gratuities, and Entertainment

Supplier must maintain the highest ethical standards and shall not provide gifts, gratuities, or entertainment to Pattern employees or any stakeholder in relation to Supplier's work with Pattern that could be perceived as an attempt to influence a decision or receive favorable treatment. Pattern employees must abide by the Pattern Code of Business Conduct and Ethics.

3.4 Compliance with Laws and Regulations

No Supplier acting on behalf of Pattern shall commit an illegal or unethical act, or instruct others to do so, for any reason. Supplier shall comply with all applicable law in performance of their duties for Pattern.

3.5 Fair Competition and Antitrust Laws

Supplier is required to comply with all fair competition and antitrust laws and regulations. Antitrust laws prohibit agreements among competitors on such matters as prices, terms of sale to customers, and allocation of markets or customers.

3.6 Anti-Corruption and Anti-Bribery

Supplier shall comply strictly with the U.S. Foreign Corrupt Practices Act and the anti-corruption laws of any other applicable jurisdiction. Supplier will not offer, promise or give (or take any actions in furtherance of an offer or promise to give) anything of value, directly or indirectly to (i) any government official in order to influence official action or otherwise obtain an improper advantage, (ii) any other person while knowing that all or some portion of the money or thing of value will be offered, given or promised to a government official in order to influence official action or otherwise secure an improper advantage, or (iii) any other person in order to induce them to perform their work duties disloyally or otherwise improperly.

3.7 Protecting Pattern Assets

Supplier is trusted to behave responsibly and use good judgment when using Pattern's assets. Supplier has a responsibility to use Pattern equipment only for authorized business purposes.

3.8 Business and Financial Records

Supplier must keep accurate records of all matters related to the Supplier's business with Pattern. This includes the proper recording of all expenses and payments. If Pattern is being charged for Supplier's or its Partner's time, time records must be complete and accurate. Supplier should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

3.9 Licensing

Supplier is responsible for obtaining all necessary business and producer licenses and registrations that may be required of them or their staff.

3.10 Confidential Information and Intellectual Property

Supplier shall, and shall cause its Partners to, protect the confidentiality of all non-public information and intellectual property of Pattern, except when disclosure is authorized or legally mandated. Confidential non-public information includes both the non-public personal information of customers and all information relating to our conduct of business that we do not disseminate to the public. This information must be secured and not be accessible to the public. As such, Supplier may not use, share, or disseminate any information gained while conducting our

business for any reason other than to further the legitimate purpose for which the information was obtained. Supplier must notify Pattern immediately of any data breaches or loss of Pattern confidential information.

3.11 Information Security

All communications data and information sent or received using our technology/systems are our property. As such, they are not private communications between the senders/receivers, and we may access them at any time. We reserve the right to know all passwords and security codes and retain ownership of access to all Company systems and information on those systems. Supplier must cooperate with us to provide access to information on those systems when and as needed. Supplier shall make no attempt directly or indirectly to access any of our files or computer systems without proper authorization or computer identification or by circumventing access control.

4 ENVIRONMENTAL STEWARDSHIP

We expect Suppliers to support our objectives and commitment to producing and transporting renewable energy to consumers in a way that respects the integrity of our environment. This includes complying with all environmental laws and regulations as a minimum standard, implementing best practices where local regulations are not as stringent, and using best practices to prevent pollution, conserve natural resources, and respect wildlife and their habitat.

4.1 Supplier Operations

Supplier shall operate its business activities in compliance with all environmental laws, including laws, regulations, and international treaties relating to:

- non-hazardous waste disposal;
- air emissions;
- water discharges; and
- hazardous and toxic material handling and disposal.

4.2 Greenhouse Gas Emissions Accounting and Reporting

We encourage Supplier to track its greenhouse gas emissions impacts and look for methods to improve energy efficiency and minimize energy consumption and greenhouse gas emissions. Pattern requests Supplier share its annual Greenhouse Gas Scope 1 and 2 emissions with Pattern if they are measured.

4.3 Raw Materials and Conflict Minerals

Supplier must ensure that the goods that it manufactures, imports, and delivers (including the inputs, components, packaging materials, and equipment that it incorporates into its goods) for Pattern comply with all environmental laws, regulations, treaties, and customer requirements.

We expect Supplier to have controls and policies in place to ensure it complies with such laws, including the Conflict Minerals Rule (Section 1502) of the U.S. Dodd-Frank Act, and will not supply us products containing materials in violation of these laws. Conflict minerals covered by

the Dodd-Frank Act include gold, tin, tungsten, or tantalum originating from the Democratic Republic of the Congo or an adjoining country, including recycled or scrap materials traceable to this region. If Supplier does use such materials, Supplier must report this fact accurately to Pattern in accordance with the Organisation for Economic Co-operation and Development Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

5 HEALTH & SAFETY

Supplier shall provide a safe, healthy, and sanitary working environment and implement procedures to prevent industry-specific workplace hazards and work-related accidents and injuries. Supplier is expected to share Pattern's commitment to an injury-free workplace as outlined in our [Statement of Safety and Health Commitments](#) and other safeguards that are not specifically addressed in this Code. Supplier shall track and report incidents and investigate and provide corrective actions to eliminate causes of incidents. In addition to workplace safety, Suppliers shall mitigate any potential public safety hazards stemming from its activities.

6 COMMUNITY & CULTURE

Pattern considers our company to be a part of the communities where we have a presence. We are committed to listening to and respecting the communities that host our projects, being involved in engagement and giving activities, and complying with all siting regulations.

Supplier should be aware of how its activities, goods, and services may positively or negatively impact communities, including Indigenous communities, and respond to issues that may arise with respectful dialogue and in recognition of local culture, heritage, and traditions.

7 REPORTING & COMPLIANCE

7.1 Reporting Violations

Pattern values honest, open communications, and aims to ensure Suppliers feel comfortable and empowered to report any instances where they believe violations of policies or standards have occurred. Suppliers and their representatives should report any known or suspected violations of this Code or of any law, fraud, or other misconduct affecting us to our Reporting Hotline by phone using one of the numbers below based on the location you are calling from or through <http://patternenergy.ethicspoint.com>.

U.S., Canada, and Puerto Rico: 1-833-626-1549

Mexico: 800-681-1812

Netherlands: 0800-022-8791

Suppliers shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code. Workers reporting violations or questionable behavior in good faith must have their confidentiality and anonymity maintained, unless prohibited by law.

7.2 Compliance

Supplier shall cooperate with Pattern to ensure compliance with applicable laws and regulations and this Code, including responding to Pattern's reasonable requests for information and maintaining adequate documentation of Supplier compliance programs.

7.3 Stricter Language Controls

In the event of any conflict between this Code and stricter requirements on Supplier in any agreement between Supplier and Pattern, the provisions of such other agreement shall prevail. It is the intent of this Code to establish minimum standards of acceptable conduct for Suppliers.

7.4 Termination

Pattern may choose to limit, suspend, or terminate its business relationship with Supplier in accordance with the terms of such relationship (including any purchase order(s) and purchase contract(s)) if Supplier or its Partners fail to comply with this Code.

This Supplier Code of Conduct may be updated by Pattern from time to time. The latest version of this Code is available on Pattern's [Vendor Portal](#).