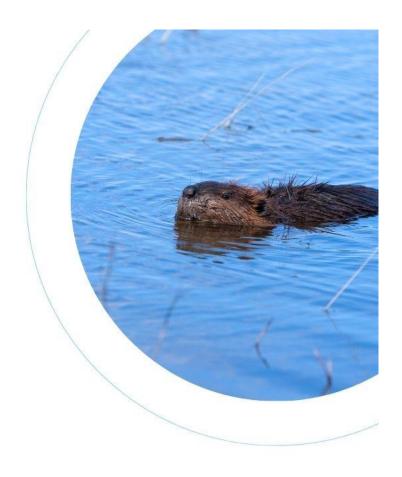
# Report under the Fighting Against Forced Labour and Child Labour in Supply Chains Act

St. Joseph Windfarm Inc.

May 2025







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#### 1 INTRODUCTION

This report is issued by St. Joseph Windfarm Inc. ("St. Joseph Wind") pursuant to the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (the "Act") and covers the reporting period from January 1, 2024, to December 31, 2024.

St. Joseph Wind is a 138 MW wind power facility in the Rural Municipalities of Montcalm and Rhineland, Manitoba. The St. Joseph Wind facility generates economic benefits for the region, while valuing corporate responsibility, human rights, and the safety and well-being of workers on-site and across its supply chain.

Pattern Energy Group LP ("Pattern"), through its subsidiaries, owns and operates the St. Joseph Wind facility. Corporate integrity, human rights, responsible procurement, and the safety and well-being of workers across its supply chain are paramount to Pattern. Pattern views its suppliers as vital partners in its mission to transition the world to renewable energy. The company requires its suppliers and those of its subsidiaries to conduct business lawfully and ethically and with respect for human rights.

This report outlines the governance process and existing measures to mitigate the risks of modern slavery across the supply chain as applicable to St. Joseph Wind. Per the Act, the report shall describe the entity's:

- Structure, activities, and supply chains,
- Policies and due diligence processes in relation to forced labour and child labour,
- The parts of its business and supply chains that carry a risk of forced labour or child labour being used and the steps it has taken to assess and manage that risk,
- Any measures taken to remediate any forced labour or child labour.
- Any measures taken to remediate the loss of income to the most vulnerable families that results from any measure taken to eliminate the use of forced labour or child labour in its activities and supply chains,
- The training provided to employees on forced labour and child labour, and,
- How the entity assesses its effectiveness in ensuring that forced labour and child labour are not being used in its business and supply chains.

#### 1.1 Entity Structure

St. Joseph Wind is a corporation formed in Manitoba and owned by an indirect subsidiary of Pattern Energy Group LP ("Pattern"). Pattern's affiliate Pattern Operators Canada ULC operates the St. Joseph Wind facility.

#### 1.2 Activities

St. Joseph Wind generates clean, renewable electricity that is sold to Manitoba Hydro, helping meet the provincial government's clean energy objectives. Pattern Operators Canada ULC, an affiliate of Pattern, operates St. Joseph Wind and performs certain other services pertaining to the facility. There are Pattern employees on-site to maintain the wind turbines and perform preventive and corrective maintenance activities.

# 1.3 Supply Chains

Siemens Gamesa supplied the wind turbines installed at St. Joseph Wind and is the primary supplier of major electrical equipment and parts used to maintain the site.

St. Joseph Wind procures various goods and services for the site. Examples of goods procured include fuel for site trucks, equipment parts and rentals, and office supplies. Examples of services include equipment maintenance, printing, communications, irrigation, and environmental consultants.

# 2 POLICIES AND DUE DILIGENCE

#### 2.1 Policies

St. Joseph Wind is committed to respecting fundamental human rights and demands its suppliers comply with all applicable laws, including but not limited to forced or compulsory labour and minimum age of labour. Suppliers must abide by applicable law through standard terms and conditions and contracts.

St. Joseph Wind's parent company, Pattern, incorporates internationally recognized human rights standards and industry best practices into its policies and practices, which apply to its employees, affiliates, and subsidiaries. Employees must abide by Pattern's Code of Business Conduct and Ethics and Anti-Corruption Policy. Pattern tracks adherence through questionnaires and a controls certification process.

Pattern's <u>Human Rights Statement</u> describes how the company and its subsidiaries support human rights and incorporate them into their practices, procedures, and systems. The statement summarizes the company's human rights management approach, including due diligence, stakeholder engagement and communications, governance, and grievance mechanisms.

Pattern respects workers' rights and has policies and systems to support its obligations and commitments to its workforce. Pattern prohibits modern slavery or human trafficking in its business activities, including any part of its supply chain. Pattern forbids involuntary or forced labour, including labour to be performed by children, bonded labour, indentured labour, and prison labour. Its background check process verifies the eligibility of all workers.

Pattern's <u>Supplier Code of Conduct</u> establishes the minimum standards its suppliers should meet related to ethical business practices and explicitly prohibits forced labour. Pattern references the Supplier Code of Conduct in its standard Terms and Conditions that apply to all manufacturers, distributors, vendors, contractors, and other suppliers who provide goods and services to Pattern and its subsidiaries, including St. Joseph Wind.

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

# 2.2 Due Diligence Processes

Pattern and St. Joseph Wind perform diligence on suppliers, including using LSEG's World Check system. Suppliers performing work deemed to be medium to high risk from a safety standpoint are further vetted through a subscription to ISNetworld. The ESG Assure feature of ISNetworld captures suppliers' responses to an ESG survey, which covers human rights topics.

#### 3 RISK ASSESSMENT AND MANAGEMENT

## 3.1 Risk of Forced or Child Labour

St. Joseph Wind performed a mapping exercise on its suppliers and imported goods and believes forced or child labour in its supply chain is low risk.

# 3.2 Steps Taken to Assess and Manage Risk

Pattern examines its governance policies annually to determine if updates are needed based on risk assessments and best practices. Its Enterprise Risk Management program identifies and mitigates risks across the enterprise. Risks are categorized, tracked, and analyzed.

## 4 REMEDIATION MEASURES TAKEN

No instances of forced or child labour have been identified, and therefore, no remediation measures have been taken.

#### 5 MEASURES TO REMEDY IMPACT OF REMEDIATION

No instances of forced or child labour have been identified. Therefore, no remediation measures have been taken and no measures to remediate the impact from such measures are necessary.

#### 6 TRAINING PROVIDED TO EMPLOYEES

Pattern requires its employees to complete training to review the Code of Business Conduct and Ethics and provisions on global compliance, anti-corruption, workplace harassment, and discrimination prevention. The training covers human rights, forced labour, and child labour.

#### 7 EFFECTIVENESS ASSESSMENT

#### 7.1 Independent Assessment

Pattern periodically has a third party assess its policies and practices against international human rights standards and frameworks. The most recent assessment was performed in 2023 and found Pattern's corporate policies and practices to be in conformance with the standards evaluated:

- Equator Principles Guidance Note on Human Rights Assessments
- International Finance Corporation Performance Standards
- United Nations Guiding Principles on Business and Human Rights
- Business and Human Rights Resource Center's Renewable Energy and Human Rights Benchmark

# 7.2 Reporting

Pattern and St. Joseph Wind value honest, open communications, and aim to ensure stakeholders, including employees and suppliers, feel comfortable and empowered to report instances where they believe violations of policies or standards have occurred directly to their managers or to St. Joseph Wind or Pattern representatives.

Pattern's Ethics Hotline is accessible by external parties, which includes the stakeholders of St. Joseph Wind. The Ethics Hotline contact information is in Pattern's <u>Human Rights Statement</u> under the Reporting Grievances section. In situations when someone prefers to place a confidential, anonymous report, they are encouraged to use the hotline hosted by EthicsPoint, a third-party vendor. The information provided will be sent to Pattern by EthicsPoint, ensuring confidentiality and anonymity.

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

#### 7.3 Continuous Improvement

To monitor and continually improve its human rights and supplier due diligence program, St. Joseph Wind will conduct periodic benchmarking with industry peers and stakeholder engagement. Its policies and procedures are reviewed and updated in accordance with industry best practices.

#### 8 APPROVAL

This report has been approved by the governing board for St. Joseph Windfarm Inc.

#### 9 ATTESTATION

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for St. Joseph Windfarm Inc. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above. I have the authority to bind St. Joseph Windfarm Inc.



Andrew Collingwood, Vice President and Director



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