



Clean Max Enviro Energy Solutions Limited
Supply Chain Guidelines

1. Introduction

As stated in our Environmental, Social and Governance (“ESG”) Policy, Clean Max Enviro Energy Solutions Ltd.. and its general partner and all of its controlled subsidiaries (collectively, “CleanMax”, “we”, “us”, “our” or the “Organization”) is committed to further integrating relevant ESG considerations into our investing and operating strategies, including with respect to our supply chain. In accordance with our Vendor Code of Conduct, we expect our Vendors to adhere to the same commitments to ethics and compliance as CleanMax and to have the appropriate internal policies and procedures in place to support such commitments. We believe this philosophy creates an inherent alignment of interest with our partners, investors, and stakeholders.

2. Purpose

The purpose of the Supply Chain Guidelines (the “Guidelines”) is to define the processes and procedures for engaging vendors. The Guidelines should be read in conjunction with our ESG Policy and is meant to assist the Organization in applying our ESG principles to relevant activities relating to our supply chain and procurement.

3. Applicability

The Guidelines apply to CleanMax and its operations worldwide unless a controlled subsidiary has adopted its own guideline that is consistent with the requirements of the Guidelines. Where CleanMax is an investor in an entity that it does not manage or control (including, for instance, a joint venture or partnership), we will make commercially reasonable efforts to ensure that the assets and operations of that entity are managed in a manner consistent with the Guidelines, as applicable.

4. Background

Supply chains can be highly interrelated often spanning many countries and including multiple tiers, which are made more complex by their global nature. In addition, public awareness of ESG issues within supply chains continues to grow as ESG becomes an increasing area of focus more broadly. As supply chains fall outside of the Organization’s core operations, a failure to implement appropriate protocols and procedures relating to engaging with suppliers could expose us to unexpected ESG-related risks that may be difficult to manage, such as natural resource depletion, human rights abuses, and corruption. These types of occurrences within our supply chains could create legal risks for CleanMax as well as significantly harm our reputation, operations, and financial performance. Importantly, compliance by our direct and indirect suppliers with local regulation may not be sufficient to mitigate such risks, meet stakeholder expectations, or maintain our social license to operate.

The Guidelines, including further integration of ESG factors into our supply chain management and procurement processes and procedures is expected to bring both short- and long-term benefits to our Organization, including:

- Enhancing the Organization’s ability to address emerging regulation or legal obligations within its supply chain;
- Protecting our social license to operate by seeking to ensure that our vendors respect human rights, avoid corruption and child labour, appropriately manage the use of controlled materials such as conflict minerals, etc;
- Increasing stakeholder confidence, including, but not limited to, investors, clients, local communities (including indigenous communities), civil society and nongovernmental organizations, regulators, lenders, and employees;
- Creating significant opportunity for our Organization to enhance long-term, trusting partnerships with our direct vendors; and,
- Improving the environmental performance of our business (for example, risk of pollution incidents, environmental footprint and efficiencies resulting in financial value creation opportunities).

5. Key Principles

When engaging vendors in connection with its operations, the Organization must perform the following:

- i. Conduct anti-bribery and anti-corruption due diligence in accordance with our Anti-Bribery and Anti-Corruption Policy, Anti-Bribery and Anti-Corruption Program and Anti-Bribery and Anti-Corruption Third Party Due Diligence Guidelines

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- ii. Where required¹, conduct due diligence in accordance with the ESG Supply Chain Due Diligence Instructions
 - Refer to ESG Supply Chain Due Diligence Instructions for further detail on conducting ESG supply chain due diligence.
 - iii. Where required², collect information required for quantifying indirect greenhouse gas emissions.
 - Refer to Appendix A – Greenhouse Gas Reporting Contract Provisions
 - iv. Incorporate applicable ESG provisions in contracts with third parties.
 - Refer to Appendix B – Recommended ESG Supply Chain Contract Provisions for a sample of ESG-related contract provisions that can be utilized in negotiation with third parties.
 - Require third parties to comply with our Code of Business Conduct and Ethics or Vendor Code of Conduct, as applicable.

6. Collection of Greenhouse Gas Emission Data

CleanMax will collect greenhouse gas emission data, as available, from its Vendors to facilitate the calculation of its indirect greenhouse gas emissions related to purchased goods and services. As a best practice, platforms are encouraged to collect data for all relevant indirect greenhouse gas emissions. From fiscal year 2024 onwards, CleanMax will expand collection of greenhouse gas emissions data based on guidelines that will be communicated at a later date. CleanMax will collect greenhouse gas data from all major contracts with Vendors in accordance with the following schedule:

- Fiscal year 2024
 - o All greenfield and upgrade projects
 - o All capex and O&M spend US\$1,000,000 and above

A record of greenhouse gas emission data collected from Vendors should be maintained.

7. Our Commitment to Protect Human Rights in our Supply Chain

CleanMax is committed to conducting its business in an ethical and responsible manner. This includes conducting our own business activities in a way that respects and supports the protection of human rights. CleanMax takes a risk-based approach to undertaking due diligence on our supply chain.

Current vendors that require enhanced human rights due diligence include but are not limited to:

- Security providers providing services in Mexico, South America, Africa, or Asia.
- Vendors whose contract will include supply of solar and battery equipment.

To ensure our commitment to ethical sourcing is honored, CleanMax screens suppliers for elevated human rights risk. Screening questions will determine whether additional due diligence or mitigation is required prior to engaging suppliers. CleanMax maintains documentation to demonstrate the analysis, outcome of human rights due diligence, and mitigation plan (if applicable) and considers the following in its assessment:

- a) Additional Due Diligence Activities:
 - Site visits and audits of supplier (if permitted by supplier) at regular intervals covering the key topics of focus highlighted above
 - Detailed description of additional due diligence activities performed (e.g., procedures executed, documents reviewed, individuals interviewed)
 - Results of those activities
 - Reports from external advisors (if any)

¹ Refer to Scoping in section 8 for ESG Supply Chain Due Diligence Instructions for definition of contracts in scope for ESG supply chain due diligence.

² Refer to section 6 for requirements with respect to collection of greenhouse gas emissions data.

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- b) Mitigation Plan:
- Plan for addressing identified risks, including post-close plan for mitigating human rights and modern slavery risks
 - Plan to include regular assessment of supplier against post-close plan until it is completed

8. ESG Supply Chain Due Diligence Instructions

Scoping

For each procurement activity that meets all three of the following specifications (“Applicable ESG Supply Chain Event”), the Organization will comply with the Supply Chain Due Diligence Guidelines in accordance with these ESG Supply Chain Due Diligence Instructions (the “instructions”)

1. Total contract value (US\$) is \$1,000,000 or higher^{4,5}
2. The vendor is or will be performing one of the following activities for CleanMax:
 - a. Health and safety and/or operations and maintenance services;
 - b. Development and construction services, including upgrades, major repair and/or capital work;
 - c. Logistics companies that ship major supplies and/or parts;
 - d. Waste management firms engaged to provide end of life of major components such as high-voltage transformers, breakers, transformers, hydroelectric turbines and generators, wind turbine blades, gearboxes, generators, solar panels, and inverters;
 - e. Suppliers of equipment and capital goods, such as major components of electricity generation, transmission, and distribution, or;
 - f. Procurement activity that is deemed to be high risk for human rights as defined in section 7 above,
3. Due diligence commensurate with the ESG Supply Chain Due Diligence Instructions has not been performed on the vendor for an Applicable Supply Chain Event within the last two years (in other words, if due diligence has been conducted on the vendor for the same scope of work identified in #2 above in the last two years, such due diligence would not be applicable for purposes of the instructions).

If the Organization identifies a vendor that is deemed to be of high ESG risk that does not meet the criteria outlined above, it will use professional judgment to determine whether the ESG diligence should be performed on the vendor. Risks identified through performance of these procedures should include considerations related to reputational risk, social risk including human rights risk, health and safety risk, operational and business interruption risk, compliance risk and customer service risk. Risks identified are not necessarily meant to preclude the engagement of the vendor; however, they are intended to indicate that additional scrutiny and/or protections may be required.

If material risks have been identified then further inquiries, including seeking advice from a vice president or senior executive, internal Legal Counsel, or the Finance controller of the Organization, may be required.

The Instructions do not apply to any third-party contract that was put in place prior to the effective date of these Guidelines (the “grandfathered contracts”). With respect to the legacy contracts, the Instructions will become applicable upon contract renewal.

For any procurement activities that qualify as an Applicable ESG Supply Chain Event, perform elevated ESG due diligence in accordance with **Supply Chain ESG Due Diligence Questions** and assess responses from the vendor in accordance with **Scoring Guidelines for Assessment of Supply Chain Due Diligence Questions**.

As part of our anti-bribery and anti-corruption due diligence procedures, a global intelligence database search (e.g. Dow Jones) must be performed prior to entering into a relationship with a third party. Any material ESG-related findings

⁴ Contract amount should be based on the USD equivalent at the exchange rate on the date of the assessment.

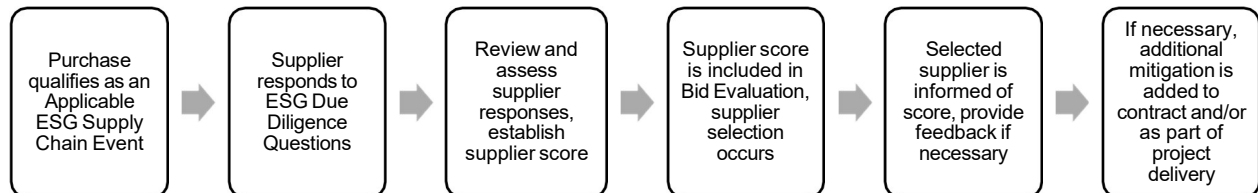
⁵ Total contract value should be calculated in accordance with the following:

- Capex – the total contracted price for the goods/services
- Opex – the annual contract value multiplied by the expected duration of the contract in years

identified through these searches should be considered when performing ESG due diligence and relevant documentation retained.

Appropriate records should be maintained including explanation of the inquiries made and supporting documentation gathered to substantiate the due diligence conducted and the conclusions reached. Business judgement will be required in the performance of the due diligence queries. Image A below outlines the steps to be performed in accordance with these instructions.

Image A: Steps to be performed in accordance with Supply Chain Due Diligence



Supply Chain ESG Due Diligence Questions

Suppliers are asked to respond "Yes or No" to the questions below and include an explanation as relevant. If applicable, please provide examples of successful implementation of policies/programs that address the questions below.

All vendors	
1	Does the company have an ESG or other similar policy or guidelines in place? If so, please describe the key aspects of the policy including key ESG topics such as human rights, forced labour, child labor, environmental issues, waste and water management, etc.
2	If yes to question #1, does the policy or guideline apply to the company's vendors (i.e., indirect suppliers to CleanMax)?
3	If yes to #2, does the policy or guideline require that the company's vendors apply the principles of the policy to their supply chain?
4	If yes to #3, does your company have processes and procedures in place (for example, audit rights) to ensure that vendors adhere to your policy? If, yes, please explain the processes and procedures in place.
5	Does the company have policies, controls, and training in place for employees and contractors to enforce compliance with laws, regulations, and internal processes?
6	Does the company promote a strong safety culture at its facilities and throughout its supply chain?
7	During the past three years, has the company, or to the best of the company's knowledge the company's vendors, received any complaints regarding, or been prosecuted, convicted, or cited for, any environmental or labour violations? If so, please provide the details of each incident and how they were resolved.
8	Does the company have a target and/or programs to measure and/or reduce its water use?
9	How does the company manage the risk of conflict minerals in their supply chain?
(a) Health and safety and/or operations and maintenance services - No additional diligence questions required unless vendor meets criteria deemed to be high risk for human rights (refer to (f)).	
(b) Development and construction vendors and any vendors that are retained to conduct major construction, upgrades, repair and/or capital work	
1b	Does the company manage its environmental and social impacts including compliance with environmental regulation, water use, waste generation, air emissions, biodiversity loss, use of security forces, community relations, human rights impacts?
2b	Does the company have continuous improvement procedures that ensures continuous improvement in their environmental and social performance?
3b	Does the company have established emergency response procedures?
4b	Does the company assess actual and potential negative impacts on local communities and implement programs to mitigate impacts where relevant?
5b	Does the company have measures in place to prevent the occurrence and/or limit the impact of spills?

6b	Does the company have programs in place for diverting waste from landfill, increasing recycling, and dealing with hazardous waste?
7b	Does the company take any measures in the delivery of its projects to decrease its carbon footprint (for example, assessment of greenhouse gas emissions when selecting material suppliers, use of electric vehicles, etc.)
(c) Logistics companies that ship major supplies and/or parts	
1c	Does the company have a strategy for reducing greenhouse gas emissions associated with its logistics services? If so, please describe performance of the strategy to date.
(d) Waste management firms that involve end of life of major components	
1d	Does the company monitor its environmental impacts including waste diversion from landfills and spills to the environment?
2d	Does the company have continuous improvement procedures that apply to environmental performance?
3d	If the company is contracted to dispose of hazardous waste, does the company have emergency response procedures?
4d	If the company is contracted to dispose of hazardous waste, has the company been involved in any corrective actions related to improper waste management in the last five years? If so, please provide details of each incident and how they were resolved.
(e) Suppliers of equipment and capital goods, such as, but not limited to major components of electricity generation, transmission, and distribution activities	
1e	Does the company have continuous improvement procedures that ensures continuous improvement of environmental performance including improving materials efficiency and reducing waste, including through product design and recycling at end life?
2e	Is the company making investments in designing products that minimize ecological and community impacts, for example, designing quieter turbines or turbines that have less impact on wildlife?
3e	How does the company manage the risk of forced and child labour and conflict minerals in their supply chain?
(f) Procurement activity that is deemed to be high risk for human rights as defined in section 8. Our Commitment to Protect Human Rights in our Supply Chain.	
(f.1) Security vendors that provide security personnel in Mexico, South America, Africa, or Asia	
1f.1	Does the company comply with the Voluntary Principles on Security and Human Rights ⁶ ? If not, why not?
(f.2) Vendors whose contract will include supply of solar and battery equipment	
1f.2	How does the company manage the risk of forced and child labour in their supply chain?
2f.2	Does the company have a policy/process in place to trace their supply chain (for example, the Solar Energy Industries Association (SEIA) Traceability Protocol for polysilicon supply chain)? If yes, can you demonstrate the implementation and governance of your policy/process.
3f.2	What steps do you take to ensure that you and your suppliers are in compliance with applicable laws and regulations related to labour and traceability?
4f.2	Can you demonstrate (i.e. by providing manifests, bills of lading, etc.) the source of the raw materials used in the manufacture of the equipment provided in the contract.

9. Scoring Guidelines for Assessment of Supply Chain ESG Due Diligence Questions

Vendors should be scored based on the strength of their response using the Rubric for Scoring Responses methodology below. The vendor score should be calculated as Number of Points Obtained/Maximum Number of Points Available⁷. The final score should be incorporated and considered in the overall bid evaluation for the vendor (refer to Image A above).

⁶ Refer to <https://www.voluntaryprinciples.org/the-principles/> for further detail on the Voluntary Principles on Security and Human Rights.

⁷ For each factor assessed in the due diligence evaluation, the maximum score is two points and the minimum score is zero. The maximum number of points available equals the maximum score multiplied by the number of factors assessed.

Procurement Activity Deemed to be High Risk for Human Rights

Any procurement activity deemed to be high risk for human rights (as defined in section 8. Our Commitment to Human Rights in the Supply Chain) must be screened for elevated human rights due diligence. As part of this process, any vendor that triggers a high-risk red flag in their response should only be awarded a contract under one of the following circumstances: there is no other viable alternative to undertake the services provided or the contract is critical to the integrity of our assets or the health and safety of our employees; and the vendor has a mitigation plan in place to mitigate the high risk associated with the contract in a manner that is acceptable to CleanMax. High-risk vendors that trigger yellow flags should be monitored closely based on the risks identified.

Vendor Assessment

To assess the level of information that has been provided by the third party, in addition to the ESG Supply Chain Due Diligence Evaluation, the following can be considered:

Basic Response:

- Vendor has outlined their approach to managing and monitoring material ESG issues

Good Response (including features from Basic Response):

- Vendor has provided evidence of policies and systems being implemented
- Vendor has demonstrable and proactive action plans, focused on material ESG risks
- Vendor has described and provided evidence metrics used to measure and monitor ESG performance
- Vendor has provided evidence of third-party review of their ESG performance or provided clear examples supporting their ESG performance and metrics

Rubric for Scoring Responses

	Examples of Good Response (2 pts)	Examples of Basic Response (1 pt)	Examples of Inadequate Response (0 pts)
Results of Risk Assessment Database Search:			
	No negative ESG-related findings identified in Dow Jones search.	Some negative ESG-related findings identified in Dow Jones search. Resolution and company mitigation addressed in ESG Due Diligence Questions.	Significant negative ESG-related findings identified in Dow Jones. No or limited response discussing resolution and mitigation in company response to ESG due diligence questions.
Results of ESG Due Diligence Questions:			
All vendors			
1	Vendor provides description of ESG or similar policy which addresses key ESG-related topics.	Vendor confirms that it has ESG-related policies in place. Vendor provides description of a limited ESG or similar policy with minimal description of how policy addresses key ESG topics.	No or limited response.
2	Policy in #1 above (or a similarly robust policy) is applied to the vendor's direct suppliers.	Policy does not apply to supply chain. Some ESG due diligence procedures are performed by vendor on supply chain.	No or limited response.
3	Policy in #1 above (or a similarly robust policy) is applied back up the vendor's supply chain (i.e. to the suppliers' suppliers).	Policy does not apply to supply chain. Some ESG due diligence procedures are performed by vendor on supply chain.	No or limited response.
4	Vendor provides evidence of processes and procedures in place to enforce compliance including an audit program and training for contractors on policies.	Vendor provides evidence of some processes and procedures in place to enforce compliance.	No or limited response.
5	Vendor provides evidence of policies and procedures for both employees and contractors to	Vendor describes policies and/or procedures in place to enforce	No or limited response

	enforce compliance. Vendor discusses or provides evidence of training on these policies.	compliance for employees and/or contractors.	
6	Vendor describes and provides evidence of promotion of safety culture, not limited to case studies or examples of implementation. Vendor discusses training strategy for promotion of safety culture, leading with tone from the top, and measurement of leading safety indicators.	Vendor describes how they promote a strong safety culture, or only provides a case study.	No or limited response
7	Vendor provides list of convictions and/or complaints with description of how they were resolved and description of strategies for future prevention. OR Vendor has no convictions or complaints.	Vendor provides list of convictions and/or complaints with description of how they were resolved.	No response or vendor provides list of convictions and/or complaints with little description of how they were resolved.
8	Vendor describes targets and programs in place to reduce its water use. Vendor calculates and reports water usage metrics.	Vendor has or is considering targets and programs to reduce its water use.	No or limited response.
9	Vendor describes policies/procedures in place to ensure conflict minerals are not being used in supply chain. Vendor provides case study examples of successful implementation of policies/procedures.	Vendor describes policies discussing the vendor's position on the use conflict minerals in supply chain.	No or limited response
(b) Development and construction vendors and any vendors that are retained to conduct major construction, upgrades, repair and/or capital work			
1b	Vendor describes how they manage environmental and social impact in their business and provides examples of how they do this in practice. Examples of management practices could include delivery of training to employees and contractors, measurement and reporting of material ESG-related metrics (such as health and safety metrics) and site-level audits to ensure practices are implemented across the business.	Vendor describes how they manage environmental and social impact in their business but provides limited examples of how management is done in practice.	No or limited response
2b	Vendor provides evidence of continuous improvement programs in place that apply broadly to their impacts. Programs are based on a cycle of plan, do, check and act. Vendor provides case study examples of application of these programs.	Vendor describes approach to continuous improvements in select areas.	No or limited response
3b	Company has formalized and thorough emergency response procedures that apply uniformly across the business.	Company has emergency response procedures in place but is not able to show how they are applied uniformly across the business.	No or limited response

4b	Vendor provides evidence of programs in place to address impacts on local communities. Vendor provides case study examples of application of these programs.	Vendor describes approach to address impacts on local communities.	No or limited response
5b	Vendor provides evidence of programs in place to prevent the occurrence and/or limit the impact of spills. Vendor provides case study examples of application of these programs.	Vendor describes approach to prevent the occurrence and/or limit the impact of spills.	No or limited response
6b	Vendor provides evidence of programs in place to divert waste from landfill, increase recycling and manage hazardous waste. Vendor provides case study examples of application of these programs.	Vendor describes approach to prevent divert waste from landfill, increase recycling and manage hazardous waste.	No or limited response
7b	Vendor provides evidence of measures taken during delivery of projects to decrease carbon footprint and provides examples of successful implementation of measures.	Vendor is considering implementing measures during delivery of projects to decrease carbon footprint, which could be employed during CleanMax engagement.	No or limited response.
(c) Logistics companies that ship major supplies and/or parts			
1c	Vendor measures and reports greenhouse gas emissions. Vendor provides evidence of strategy for reducing greenhouse gas emissions in provision of its services. Vendor provides case study examples of application of this strategy.	Vendor measures and reports greenhouse gas emissions. Minimal programs are in place to reduce greenhouse gas emissions in provision of services.	No or limited response
(d) Waste management firms that involve end of life of major components			
1d	Vendor provides evidence of programs in place to prevent the occurrence. Vendor measures and reports key metrics related to environmental impacts. Vendor provides case study examples of successful application of these programs.	Vendor describes approach to prevent the occurrence and/or limit the impact of spills.	No or limited response
2d	Vendor provides evidence of continuous improvement programs in place that apply broadly to their impacts. Programs are based on a cycle of plan, do, check and act. Vendor provides case study examples of application of these programs.	Vendor describes approach to continuous improvements in select areas.	No or limited response
3d	Company has formalized thorough emergency response procedures that apply uniformly across the business. OR Hazardous waste is not applicable.	Company has emergency response procedures in place but is not able to show how they are applied uniformly across the business.	No or limited response
4d	No corrective actions related to landfill releases. Some corrective actions related to landfill releases with description of how these were resolved and avoided in the future.	Some corrective actions related to landfill releases with description of how these were resolved.	Significant corrective actions related to landfill releases with minimal information provided on resolution or future prevention.

1e	Vendor describes robust measures in place to improve materials efficiency and reduce waste. Vendor provides case study examples of measures being implemented. Vendor tracks metrics related to waste and shows decreasing trend in waste generation over time.	Vendor describes measures in place to improve materials efficiency and reduce waste.	No or limited response
2e	Vendor describes investments in design that minimize ecological and community impacts and provides case study examples of these measures.	Vendor describes some investments in design that minimize ecological and community impacts.	No or limited response
3e	Vendor describes policies/procedures in place to ensure child labour and forced labour are not being used in their supply chain including tracking the compliance of suppliers with the policies and procedures. Vendor provides case study examples of successful implementation of policies/procedures.	Vendor describes policies and procedures in place to ensure child labour and forced labour are not being used in their supply chain. Vendor does not track compliance with policies and procedures.	No or limited response

Procurement Activity Deemed to be High Risk for Human Rights:

Response Flag	No Flag	Yellow Flag	Red Flag
(f.1) Security vendors that provide security personnel in Mexico, South America, Africa, or Asia			
1f.1	Vendor complies with Voluntary Principles for on Security and Human Rights and provides evidence of implementation of principles.	No or limited response. Dow Jones search has adverse media related to security forces that is addressed in vendor's response.	No or limited response AND Dow Jones search has adverse media related to security forces that does not appear to be addressed.
(f.2) Vendors who are suppliers of solar and battery equipment			
1.f2	Vendor describes policies/procedures in place to ensure conflict minerals are not being used in supply chain. Vendor provides case study examples of successful implementation of policies/procedures.	Vendor describes policies discussing the vendor's position on the use conflict minerals in supply chain.	No or limited response
2f.2	Vendor is a member of SEIA or equivalent and follows the SEIA Traceability Protocol or equivalent.	Vendor is in the process of implementing the SEIA Protocol or equivalent.	No or limited response.
3f.2	Vendor provides examples of robust measures implemented to ensure compliance with applicable laws and regulations. Vendor provides examples of situations where measures were successfully enforced.	Vendor provides examples of robust measures implemented to ensure compliance with applicable laws and regulations.	No or limited response.
4f.2	Vendor performs supply chain mapping and is able to articulate where the polysilicon in manufactured products originate.	Vendor is able describe where certain products originate.	No or limited response.

Appendix A – Greenhouse Gas Reporting Contract Provisions

The purpose of this appendix is to provide **sample** contract clauses for greenhouse gas (GHG) reporting that can be used with third parties to enforce compliance with Organizational requirements and which may be tailored as necessary to meet the requirements and/or circumstances for a specific engagement.

GHG Reporting Clauses:

1. GHG Emissions Under this Agreement

1.1 The parties acknowledge that the performance of this agreement will result in certain climate and ecological impacts, including the emission of greenhouse gases. For the purpose of this agreement, the parties agree that the quantity of greenhouse gas emissions related to this agreement will be reported to the Buyer.

1.2 Each party agrees to use reasonable best efforts and cooperate in good faith with the other party and its contractors to minimize, as far as reasonably practicable, the quantity of greenhouse gas emissions related to this agreement in accordance with clause 2.1.

2. Climate Reporting and Warranties

2.1 The parties agree that the quantity of greenhouse gas emissions related to this agreement will be quantified using the Greenhouse Gas Protocol and reported to the Buyer.

2.2 The Vendor shall report to Buyer the greenhouse gas emissions related to this agreement in accordance with the Greenhouse Gas Protocol on a [monthly] basis, and by no later than [number of days] Business Days after the end of [month] that is to be reported.

2.3 If the Vendor lacks the resources or expertise to report greenhouse gas emissions as required above, the Vendor shall provide data on the consumption of energy and resources associated with this agreement and report such data to the Buyer on a [monthly] basis.

2.4 If the Vendor contracts one or more third parties in connection with performing its obligations under this agreement, the Vendor shall require that such third parties provide either the greenhouse gas emissions related to this agreement OR provide relevant third-party data on the consumption of energy, resources, and materials. Engaging third parties to perform services does not exempt Vendor from its obligations pursuant to clauses 2.1, 2.2, and 2.3.

2.5 [if applicable, insert other climate performance metric as relevant to the performance of this Agreement].

2.6 The Vendor agrees to collect sufficient data to quantify greenhouse gas emissions [and report on other climate performance metrics].

2.7 The Vendor covenants and warrants (as applicable) that:

2.7.1 It will provide the information and reports required under section 2.1 through 2.6 within the required period and as specified in clauses 2.1 through 2.6.

2.7.2 The information provided to the Buyer to quantify greenhouse gas emissions shall be in all material respects complete, accurate and not misleading.

3. Remedies for Breach of Climate Reporting Covenants and Warranties

3.1 Without prejudice to any other claims, rights or remedies under this agreement, the parties agree that, in respect of any breach of the covenants and warranties set forth in section 2, monetary damages payable by the Vendor to the Buyer would not be an appropriate remedy in the wider context of damage to the climate, the environment and the Buyer's reputation (all of which the Vendor accepts for the purpose of this agreement as being losses incurred by the Buyer upon a breach of Section 2). Notwithstanding the foregoing and without prejudice to the Buyer's right to any other claims, rights, or remedies that the Buyer may be entitled to at law or in equity, the Vendor agrees that compliance with and satisfaction of the covenants and warranties set forth in Section 2 shall be a condition to

[reaching final acceptance/payment of annual fee/payment of completion fee (adjust as is necessary, but outstanding payment should represent at least 10% of total service fee)] .

3.2 Without prejudice to the Buyer's right to any other claims, rights, or remedies that the Buyer may be entitled to at law or in equity, the parties agree that, in respect of any breach of the covenants and warranties set out in section 2, any payment withheld in accordance with section 3.1 to provide compensation for damage caused by the Vendor's breach of the warranties and covenants in Section 2 is reasonable and proportionate to the legitimate interests of the Buyer in mitigating, setting off, counteracting, and repairing that damage (and preventing future damage), in part reflecting its public commitments to quantify, report and reduce its greenhouse gas emissions. Each Party agrees that it has been properly advised regarding the negotiation of this agreement, and in particular regarding the remedies for breaches of Section 2.

4. Definitions

4.1 "Business Day" means any day other than a Saturday, Sunday or any other day which is a public holiday;

4.2 "GHG Reporting Standard" means the Greenhouse Gas Protocol Corporate Accounting and Reporting Standard, Revised Edition 2015.

Appendix B - Recommended Supply Chain Contract Provisions

The purpose of this appendix is to provide a sample of contract clauses for ESG-related topics that can be used with third parties to enforce compliance with Organizational requirements.

LAWS & REGULATIONS. Vendor shall ensure, and shall confirm that its suppliers, contractors, subcontractors, and supply chain parties (hereinafter referred to as "Vendor Group") ensure that all goods furnished or services rendered pursuant to this purchase order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable local, state, federal, and international laws, rules and regulations.

CORRUPTION OF FOREIGN PUBLIC OFFICIALS. Vendor agrees that it shall at all times be in compliance with the Foreign Corrupt Practices Act (FCPA) of the United States, the Bribery Act 2010 of the United Kingdom, the Corruption of Foreign Public Officials Act (CFPOA) of Canada and with comparable legislation in all other countries as applicable.

ANTI-MONEY LAUNDERING. Vendor agrees that it shall at all times be in compliance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada, the Proceeds of Crime Act 2002 of the United Kingdom, the Bank Secrecy Act, the United States Patriot Act, and the Office of Foreign Assets Control (OFAC) requirements of the United States, and with comparable legislation in all other countries as applicable.

AUDIT RIGHTS. The [declared workshops and associated manufacturing lines] at the Approved Facility may be audited by the Buyer or a Factory Inspector hired by the Buyer upon reasonable advance written notice and during normal business hours before and during production of any Products for the Buyer. Such inspections shall be subject to such confidentiality, safety and other conditions as Vendor's Affiliate may reasonably require. All inspections pursuant to this Section shall be at Buyer's sole cost and expense, including but not limited to costs for transportation to and from the facility and accommodation.

FORCED LABOUR/CHILD LABOUR. Vendor represents and warrants that the Products provided under this Agreement are in compliance with all current applicable laws, including laws that prohibit the importation of articles made in whole or in part with forced labor.

SUPPLIER CONDUCT. Vendor shall abide by and shall require Vendor Group to abide by the principals of Buyer's applicable Code of Conduct as amended from time to time. Vendor shall ensure and shall verify that Vendor Group ensure that no forced or child labor is used in the rendering of the services, manufacturing of the goods or any of the raw materials required to produce the goods. Buyer shall have the right to audit and inspect any and all records relating to Vendor's, and Vendor Group compliance with the laws and requirements set forth and referenced in this purchase order.

CYBERSECURITY AND PRIVACY. Vendor shall exercise a high degree of diligence in the execution of its duties with regards to cybersecurity and shall at all times be in compliance with all applicable data privacy protection laws. In the

event that Vendor identifies or is made aware of a cybersecurity or data privacy breach or other incident involving the products or services provided to Buyer or any personal identifiable information or other confidential information of Buyer or Buyer's affiliates, employees, agents, or other customers, the Vendor shall provide notification to Buyer by emailing amit.jain@cleanmax.com, vishal.sangewar@cleanmax.com, sweta.sajnani@cleanmax.com and sushant.nagre@cleanmax.com no later than five (5) business days after learning of the breach or incident. The Vendor will provide a clear and concise description of the incident and take the appropriate precautions consistent with industry practice available to minimize any potential impacts to Buyer. The Vendor also agrees that it will cooperate with Buyer's investigation or questioning of the breach or incident. Until the breach or incident has been corrected, the Vendor will provide regular updates including, but not limited to: the Vendor's action plan to remediate the incident, ongoing status reports, mitigating controls, and final resolution, within reasonable periods of time as agreed on by Vendor and Buyer.