

PARTNER CODE OF CONDUCT - REZOLV ENERGY

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1. INTRODUCTION

1.1. Applicability

This Partner Code of Conduct (“**Code**”) applies to service providers, distributors, suppliers of goods, customers, consultants, independent contractors and any other partners (“**Partners**”) of Rezolv Energy s.r.o. and its affiliates (collectively “**REZOLV**”).

1.2. Purpose and Commitment

Ethical and lawful conduct is integral to how we do business and we comply with all applicable laws in all facets of our operations. We adhere to the highest ethical standards and we expect our Partners to use these principles as a basis in our mutual dealings and regard them as important criteria for lasting business relationships.

Accordingly, as a Partner of REZOLV, you are expected to behave ethically and with integrity, and to comply with all applicable laws and regulations. Failure to do so will result in disciplinary action, including possible termination of your business relationships with REZOLV. If there is a difference between the terms of this Code and the applicable local laws and standards, Partners must adhere to the higher requirements.

Please read this Code carefully and sign the attached acknowledgement (“**Acknowledgement**”) where indicated. If you have any questions, or if you need clarification either before you sign the Acknowledgement or in the future, please contact REZOLV.

2. GENERAL OBLIGATIONS

REZOLV expects all its Partners to use professional, honest, and ethical judgment in discharging their responsibilities.

The duty of care you owe to REZOLV requires you, to exercise your duties in good faith and in an honest manner. Your duty of loyalty to REZOLV requires you to avoid self-dealing(s) and/or conflicts of interest(s).

REZOLV observes a “zero tolerance” policy with respect to misconduct that involves fraud, corruption, deceit or dishonesty, unfair competition, false representations, and/or any behavior that could affect the integrity of REZOLV. Any Partner who engages in any such misconduct will be terminated.



REZOLV believes in competing fairly. We expect our Partners not to engage in, nor be a party to, agreements, business practices or conduct that are anti-competitive.

Partners must not make any false representations in connection with any REZOLV transaction including, but not limited to, oral misrepresentations of fact or the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts or any other false or inaccurate records.

3. SOCIAL RESPONSIBILITY

We expect that our Partners conduct their activities taking into account the social responsibilities toward its own employees and society, observing the principles and rights set forth in the [Ten Principles of the United Nations Global Compact](#).

It is vital that our Partners adhere very carefully to the [U.N. Universal Declaration of Human Rights](#), [ILO Conventions 1, 14, 132, 138](#) and similar standards (unless superseded by local law), to ensure that human rights and the dignity of the individual are respected at all times.

These important standards include principles concerning child labor (ILO Conventions [138](#) and [182](#) and [Recommendation 146](#)), forced labor (ILO Conventions [29](#) and [105](#)), freedom of movement, freedom of association (ILO Convention [87](#)), anti-slavery, human trafficking, non-discrimination (ILO Convention [111](#)), non-harassment, non-retaliation, the prohibition against corporal punishment, employment terms and conditions, and the right to a safe, healthy, and clean working environment for all employees, contractors, sub-contractors, and others.

As set forth in the conventions listed above, forced, bonded (including debt bondage) or indentured labor, prison labor, slavery or trafficking of persons is not permitted. This prohibition includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Your obligations as a REZOLV partner include, but are not limited to:

- Not imposing unreasonable restrictions on workers' freedom of movement in the facility. This includes unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters.
- Providing all workers with a written employment agreement in their native language that contains a description of terms and conditions of employment.
- Providing foreign migrant workers an employment agreement prior to the worker departing from his or her country of origin and not making changes to the employment agreement upon arrival in the receiving country unless

these changes are made to meet local law and provide equal or better terms. Allowing workers to leave work at any time or terminate their employment without penalty if reasonable notice is given.

- Not holding or otherwise destroying, concealing, or confiscating identity or immigration documents, such as government-issued identification, passports, or work permits. If holding documentation is required by law, workers must be allowed to access their documents.
- Not requiring workers to pay recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, to anyone, such fees shall be repaid to the worker.
- While we do not permit, under any circumstances the use of child labour, which would be mentally, physically, socially, or morally dangerous and harmful to children and/or would interfere with their schooling, there may be instances where contractors use juvenile labour. Juvenile workers are employees below the age (i) of legal majority, or (ii) at which compulsory schooling is completed, whichever is higher, but in all cases complying with a minimum legal working age applicable for a country where the work is performed. For juvenile workers, clear provisions must be in place to ensure full compliance with the applicable Labour Code and related legal framework of such country. Such provision may include but are not limited to ensuring the juveniles are engaged in light work, do not work excessive hours or at night and are not involved in hazardous work.

In addition, legal and fair compensation and benefit frameworks are required which at a minimum meet governing laws.

REZOLV expects its partners to actively contribute to community development initiatives and to engage in activities that align with our values and support the well-being of society.

4. ENVIRONMENT PROTECTION

As a Partner of REZOLV you shall at all times, implement a consistent environmental protection management program and comply with environmental standards to continuously minimize resource consumption and environmental impact.

REZOLV expects specific efforts on the reduction of air emissions (including greenhouse gas), waste and water use reduction, implementation of sustainable resources, recovery and management processes.

5. BUSINESS INTEGRITY

Partners' business activities shall comply with applicable laws and regulations in the countries and jurisdictions in which they operate.

In countries where common practices are less restrictive than REZOLV's ethical standards, Partners must follow the latter.

Because it is REZOLV's policy to comply at all times with all applicable laws, if such a law now imposes, or later imposes, a legal obligation on REZOLV that conflicts with any provision of this Code, the Code is superseded for that purpose.

Partners are required to comply with, but not limited to, the applicable competition and anti-corruption laws (including but not limited to the Anti-Unfair Competition Law of the People's Republic of China, the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and the German Law on Fighting Corruption).

Partners are expected to uphold the highest ethical standards in their interactions with stakeholders, avoiding conflicts of interest and ensuring transparency and fairness in all business dealings.

5.1. Anti-Corruption

As a governing principle, REZOLV does not permit the giving or receiving of payments, gifts, or anything of value, of any kind, to or from anyone in return for any improper, illegal, or unfair business advantage.

REZOLV complies fully with [the Anti-Unfair Competition Law](#) of the People's Republic of China, [the Foreign Corrupt Practices Act of 1977](#) (FCPA), the [UK Bribery Act](#), the [German](#) Law on Fighting Corruption, and all anti-corruption laws in the countries in which REZOLV operates which prohibit offering or paying bribes or any "thing of value" to a government official.

Anti-corruption laws prohibit payments made corruptly to influence any act or decision of a government official (including a decision not to act), or to induce an official to use his or her influence to affect a government act or decision so as to assist REZOLV in obtaining or retaining business, directing business to any person, or enabling REZOLV to conduct business generally. Prohibited "things of value" can include not only cash, but also gifts, meals, entertainment, or travel of any value given with the intention to influence that persons behaviour and obtain an improper advantage in the conduct of business, without first receiving advance, written review and approval from REZOLV. Even a token payment or "gift" to a government official in any position within a foreign government may be considered a violation of anti-corruption laws. Additionally, anticorruption laws define "government official" broadly to include all employees at any level of any governmental ministry, bureau, office, department or agency, as well as all employees of companies that are wholly or sometimes even just partially owned or controlled by a government.

In addition to prohibiting improper payments to government officials directly, anticorruption laws prohibit payments, authorizations, promises or offers to any intermediary if it is known, or reasonably should have been known, that any portion

of that payment will be passed along to a government official, political party, or candidate for furtherance of a purpose prohibited under anti-corruption laws. Indirect payments, including those to agents or third parties, with the knowledge or awareness of a high probability that at least a portion of the payment will be given to a government official for an illegal purpose are strictly prohibited by REZOLV.

Penalties for violation of anti-corruption laws can be severe, including imprisonment.

Because of anti-corruption laws' prohibition against indirect corrupt payments made through intermediaries, REZOLV's policy of complying fully with anti-corruption laws extends to all operations of REZOLV and applies to all officers, managers, full and part time employees as well as its Partners and anyone who conducts business on behalf of REZOLV or in furtherance of its interests.

Any Partner, or the employee, director or stakeholder of the Partner shall also not offer, promise, give, or approve any payment to any employee, director or stakeholder of REZOLV or those of any other enterprise or company in connection with the business of REZOLV. You should immediately report any request, extort, solicit or acceptance of a bribe from or to any employee, director or stakeholder of REZOLV through the reporting mechanisms set forth in Section 8.6.

Any Partner involved in violations of anti-corruption laws, anti-bribery laws, or commercial bribery rules and regulations during its provision of merchandise or services, acting for or on behalf of REZOLV will be subject to contractual remedies and, where appropriate, termination of the business relationship. REZOLV reserves the rights to terminate the business relationship with an intermediary if REZOLV has reason to believe the intermediary has engaged in official corruption or commercial bribery misconducts even if it does not directly involve REZOLV.

Any Partner, employee, director or stakeholder who believes that a violation of official corruption or commercial bribery rules has been committed, is being committed, or is being planned must report the matter immediately through the reporting mechanisms set forth in Section 8.6.

5.2. Activities Governed by U.S. Economic Sanctions

The Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) administers and enforces [economic sanctions](#) against targeted foreign countries, governments, regimes, terrorists and terrorist organizations, narcotic traffickers and those engaged in activities related to the proliferation of weapons of mass destruction.

Economic sanctions are designed to deprive the target of the use of its assets by freezing or "blocking" any property subject to the jurisdiction of the United States in which the target has an interest, and by denying the target access to the U.S.



financial system and the benefits of trade, transactions and services, including financial services, involving U.S. markets, businesses and individuals.

OFAC also maintains a list of entities and individuals that have been specially designated (referred to as “specially designated nationals” or “SDNs”) as a target of economic sanctions or as acting for or on behalf of a sanctions target (the “SDN list”).

OFAC’s Enforcement Guidelines and additional information about each economic sanction program administered by OFAC, including SDNs list, is available on OFAC’s website at <http://www.treas.gov/ofac>. Before conducting any transaction, providing any service or exporting any goods to any OFAC-sanctioned country, the OFAC website should be consulted for specific country requirements.

It is REZOLV’s policy that it be in full compliance with these requirements and that Partners have read and understand this policy.

5.3. Conflicts of Interest

A conflict of interest can occur when a Partner’s (or the Partner’s owner, manager or employee’s) private interests unduly influence or have the potential to influence the decisions they make while working for REZOLV. For example, if a supplier has close relationship with a REZOLV employee, such as a friend or family member, or if a former REZOLV employee becomes REZOLV partner supplier. It is crucial for REZOLV that business activities are conducted in the best interests of the company, and that conflicts of interest – which can create an uneven playing field (or the perception of one) and can often evolve into fraud or corruption – are avoided.

All partners must avoid conflicts of interest in their business dealings with REZOLV. If you are faced with a real, potential, or perceived conflict of interest, the Partner must disclose this situation to REZOLV’s General Council.

6. CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PRIVACY

Subject to any additional written instruction or agreement, Partners shall safeguard REZOLV’s information by keeping it secure, limiting access, and avoiding discussing or revealing such information in public places. These requirements extend even after the conclusion of a Partner’s business relationship with REZOLV. Specific NDAs remain unaffected.

Partners shall protect and respect the intellectual property and confidential information of REZOLV and third parties and ensure that the intellectual property and confidential information of REZOLV or third parties is used solely as explicitly



permitted. Partners must notify REZOLV if they become aware of any unauthorized use of the REZOLV brands, trademarks or logos by a third party.

Partners shall only collect, process, disclose or store personal data if it has a legitimate business purpose, and ensure that necessary agreements are in place before collecting, processing or transferring personal data to third parties.

Furthermore, Partners must safeguard confidential information, intellectual property and personal data provided by or accessed during their engagement with Rezolv Energy, this includes implementing appropriate security measures and ensuring compliance with data protection regulations.

7. MEDIA INQUIRIES

From time to time, Partners may be approached by reporters or other media representatives. To ensure that REZOLV speaks with one voice and provides accurate information regarding its business, any Partner must direct all media inquiries to REZOLV's public relations department.

Partners are not permitted to discuss matters involving REZOLV with any reporters or other media representatives without the express written consent of the REZOLV public relations department.

8. ENFORCEMENT OF REZOLVS COMPLIANCE POLICIES

This Code is based on REZOLV's core values, its commitment to best business practices, and applicable laws and regulations. Its existence does not, of course, ensure compliance.

Accordingly, it is the responsibility of every REZOLV Partner to adopt and cultivate a policy of integrity and compliance, grounded on the notions of self-policing and self-reporting.

Partners are required to promptly report any instances of non-compliance with this Code of Conduct or applicable laws and regulations. Additionally, partners must cooperate fully with any investigations conducted by REZOLV to address compliance issues.

8.1. Compliance

You are expected to become familiar with, understand, and comply with the requirements of this Code and all relevant policies of REZOLV.



All Partners are obliged to make contractual arrangements to also ensure all their subcontractors comply with the standards and rules set out in this Code.

8.2. Internal Audits and Investigations

When an alleged violation of this Code is reported, REZOLV will, at its own discretion, take prompt and appropriate action in accordance with the law and otherwise consistent with best business practices.

Partners are expected to cooperate fully with REZOLV representatives, both internal and external, who are conducting an internal investigation, audit, inquiry, or other review.

8.3. REZOLV Monitoring and Audits

REZOLV will test the alignment of supplier policies and practices with this Code through its Supply Chain Management System which includes a supplier due diligence questionnaire and ongoing supplier monitoring. REZOLV reserves the right to periodically request documentation and evidence that demonstrates alignment with this Code and suppliers agree to coordinate and cooperate to meet REZOLV's request.

8.4. Disciplinary Action

Partners must ensure that this Code is enforced through appropriate disciplinary measures. Any Partner violating this Code, any other REZOLV policy, or applicable laws shall be subject to discipline, up to and including suspension or termination of a business relationship.

REZOLV may refer for criminal prosecution any Partner or former Partner who has violated applicable laws and regulations.

REZOLV may institute a civil action in response to such violations to, among other things, enforce its legal and equitable rights, and to obtain restitution, contribution, and/or damages.

8.5. Non-Retaliation

Partners may not retaliate, directly or indirectly, or encourage others to do so, against any other Partner or REZOLV employee who reports a violation of this Code. If you believe that retaliation has occurred, you should immediately report the conduct consistent with the mechanisms set forth in Section 8.6. REZOLV will not permit retaliation of any kind against good faith related to violations to this Code or other illegal or unethical conduct.



8.6. Reporting Mechanisms

You have a duty to report all suspected or actual violations of the Code, or of any applicable laws and regulations. You must make all such disclosures to REZOLV.

If you wish to report any such matter anonymously, you may do so by submitting a report of the suspected violation or other complaint or concern to: [Rezolv Energy Whistleblower System | Home \(whistleblowersoftware.com\)](https://www.whistleblowersoftware.com)

8.7. Revisions to the Code

REZOLV may revise or supplement this Code at any time. REZOLV will distribute promptly any such modification, and at that time you will be required to sign a new Acknowledgement to reaffirm your agreement to adhere to the latest version of the Code.

YOU HAVE A CONTINUING OBLIGATION TO FAMILIARIZE YOURSELF WITH ANY SUCH REVISIONS AND TO ENSURE THAT YOU COMPLY WITH ALL LAWS AND WITH THIS CODE.

ACKNOWLEDGEMENT OF RECEIPT OF PARTNER CODE OF CONDUCT

The undersigned hereby acknowledges receipt of the Rezolv Partner Code of Conduct (the “**Code**”) that applies to service providers, customers, distributors, suppliers of goods, consultants, independent contractors and any other partners (“**Partners**”) of Rezolv Energy s.r.o. and its affiliates (collectively “**Rezolv**”).

The undersigned understands that compliance with this Code and all relevant policies of REZOLV is a condition of its cooperation with REZOLV. The undersigned supports these professional standards for REZOLV and will act (and ensure its employees and suppliers act) in accordance with them.

The undersigned understands that REZOLV expects the highest degree of business ethics and integrity in connection with its provision of merchandise or service.

The undersigned understands that REZOLV requires that the undersigned keeps confidential all information obtained in its capacity as a Partner of REZOLV.

The undersigned acknowledges that it is impossible for REZOLV to identify and list every possible action that may violate this Code and that REZOLV reserves the right to impose discipline for any conduct it deems inappropriate.

The undersigned understands and agrees that if additional or new circumstances arise that require disclosure the undersigned will disclose such matters in writing pursuant to Section 8.6. of the Code.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS OF THE ABOVE AND BY THE SIGNATURE BELOW AGREES TO COMPLY WITH SUCH TERMS. THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS ALL NECESSARY AUTHORITY TO SIGN THIS ACKNOWLEDGEMENT ON BEHALF OF THE COMPANY.



For and on behalf of

[please insert name of Partner]

Company Seal

Signature:

Name:

Title: