



Supplier Code of Conduct



OUR PURPOSE

Our values are the essence of our company's identity. They represent how we act, speak and behave together, and how we engage with our clients and stakeholders.

TRUST

- We care for the wellbeing of each other – physically and mentally
- We act ethically and keep our commitments
- Our customers can rely on us

ENTREPRENEURSHIP

- We create value in everything we do
- We act with a strong sense of ownership for the result
- We are curious and find innovative solutions

COLLABORATION

- We value the opinion of others and create a spirit of teamwork and openness
- We learn from each other's different perspectives for the better outcome
- We help and support each other

We combine [Hitachi Energy's](#) deep technological knowledge with [SNC-Lavalin's](#) project management expertise into a company dedicated to substations.

MESSAGE FROM THE CEO



Doing business, the right way is the required license to operate Linxon. Therefore, at Linxon, acting with integrity means making the right choices and holding ourselves to the highest standard of ethical behavior. Whilst integrity might require moral courage, maintaining a reputation of integrity depends on the actions of everyone in the organization, as well as those third parties we partner with.

We are committed to promoting our core values in respect of human rights, labor, environmental and anti-corruption practices. Therefore, Linxon's suppliers, subcontractors, and representatives, as well as anyone working for them or acting on their behalf (including their employees, consultants, suppliers and representatives) must adhere to and share the principles expressed in this Supplier Code of Conduct.

This document sets the standards of how to work for or act on behalf of Linxon and summarizes our governing principles. We expect you to respect those principles, never compromising on integrity, always complying with this

Supplier Code of Conduct and with all the applicable laws and regulations, as well as refraining from business situations that would jeopardize Linxon's integrity.

You are key partners to us, and your commitment is paramount to our shared success. Thank you for being engaged in our values and in fostering a culture of integrity.

Stefan Reisacher
LINXON CHIEF EXECUTIVE OFFICER

Table of Contents

1.	A Culture of High Ethical Standards	4
2.	Avoiding Conflicts of Interest	4
3.	Adopting Appropriate Business Practices	4
3.1	Antitrust and Competition	5
3.2	Anti-Bribery and Anti-Corruption	5
3.2.1	Facilitation Payments	5
3.2.2	Gifts and Hospitality	5
3.2.3	Government Officials	6
3.3	Lobbying	6
3.4	Money Laundering and Tax Evasion	7
3.4.1	Money Laundering	7
3.4.2	Tax Evasion	7
3.5	Trade Compliance, Export Controls and Anti-Boycott.....	7
3.6	Accounting Practices and Record Keeping.....	7
4.	Corporate Social Responsibility	8
4.1	Human Rights	8
4.2	Mutual Respect	8
4.3	Health, Safety and Environment	8
5.	Confidential Information and Data Privacy.....	9
6.	Reporting Suspected Misconduct and Concerns	9
	REFERENCES	10
	GLOSSARY	11

1. A Culture of High Ethical Standards

Linxon promotes integrity and the highest ethical standards in all aspects of its business. At **Linxon**, we want to work with **third parties** who share our values and culture of integrity.

Linxon's suppliers, **subcontractors** and **representatives**, as well as anyone working for them or acting on their behalf (including their employees, consultants, suppliers and representatives) must adhere to and share the principles expressed in this Supplier Code of Conduct. For the purpose of this document, the term "**supplier**" includes them all.

This means that all **suppliers** must enforce obligations as strict as those set out in this Supplier Code of Conduct upon their own suppliers whenever they are involved in Linxon business or related activities.

It also means that all **suppliers** must provide their employees with enough information and training to make sure that they understand and comply with the obligations set out in this Supplier Code of Conduct.

Suppliers must confirm, in writing, that they will comply with the principles set out in this Supplier Code of Conduct.

We can all contribute to maintaining our high ethical standards by speaking up whenever we encounter a situation that might raise questions about integrity or misconduct. We ask that our **suppliers** do the same. The reporting process is described in the last section of this Supplier Code of Conduct.

For more information

Visit www.snclavalin.com/en/about/integrity

Consult our references available in the appendix at the end of this document.

2. Avoiding Conflicts of Interest

When working for or **on behalf of Linxon**, **suppliers** must always:

- › Act in the best interest of **Linxon**;
- › Completely and truthfully disclose, in writing, any **actual, potential or perceived conflicts of interest** to their **Linxon** contact before entering into negotiations and/or starting a business relationship with **Linxon**;
- › Promptly disclose, in writing, any **conflicts of interest** arising during their business relationship with **Linxon** to their **Linxon** contact; and
- › Avoid any **conflicts of interest**, whether **actual, potential or perceived**, that are not properly disclosed and mitigated.

3. Adopting Appropriate Business Practices

Suppliers must conduct their business in compliance with all applicable laws and regulations, including, but not limited to, those relating to corruption, bribery, **money laundering, tax evasion**, competition, **export controls, modern slavery** (and human trafficking), and health, safety and environment.

Suppliers must not :

- › carry out any conduct or activity that would expose Linxon to a risk of penalties under any laws and regulations, or
- › make any act or omission that will cause or lead Linxon to breach any applicable laws or regulations.

3.1 Antitrust and Competition

Antitrust and competition laws are generally designed to uphold free and open competition in the marketplace.

Suppliers must always:

- › Engage in fair and honest competitive business practices; and
- › Comply with antitrust and competition legislation.

Suppliers must never discuss, collude or agree to:

- › Fix or control prices, terms or conditions;
- › Restrict competition or dealings;
- › Share **confidential information** with current or potential competitors, or any other relevant party;
- › Divide or allocate clients, markets or territories; or
- › Choose not to submit a bid, withdraw a bid or submit an artificial bid to influence the outcome of a bidding process.

3.2 Anti-Bribery and Anti-Corruption

Suppliers must never accept, request, offer, promise, give or authorize a bribe, kickback, payment or anything that can be considered as such (gifts, entertainment, employment, contracts or **benefits** of any kind) with the intent to obtain an improper or unfair advantage, retain business or influence a third party's actions.

Suppliers must always avoid any kind of violation of the Organisation for Economic Cooperation and Development (OECD), Convention of Combating Bribery of Foreign Officials in International Business Transactions, Canada's Corruption of Foreign Public Officials Act, the United Kingdom Bribery Act, the United States Foreign Corrupt Practices Act, and any analogous legislation of these and any other jurisdictions.

3.2.1 Facilitation Payments

Suppliers must never make any **facilitation payments on behalf of Linxon** or for the intended benefit of **Linxon**, whether they are working directly or indirectly with **Linxon**. This restriction applies even in countries where **facilitation payments** are tolerated by law.

3.2.2 Gifts and Hospitality

Suppliers must always comply with the following principles when offering, accepting or

exchanging gifts, hospitality or entertainment **on behalf of** or for the intended benefit of **Linxon**.

Suppliers must always:

- › Make sure that **benefits** comply with all applicable laws and regulations;
- › Make sure that **benefits** comply with this Supplier Code of Conduct;
- › Obtain prior authorization, in writing, from their **Linxon** contact;
- › Make sure that **benefits** are reasonable in value, auditable and appropriate to the occasion and the roles of those involved;
- › Be honest and transparent when exchanging **benefits**;
- › Record given **benefits** accurately in their books and records; and
- › Exercise good judgment, especially when offering **benefits** to **government officials**, as they are subject to stricter rules, regulations and laws.

Suppliers must never:

- › Accept or offer **benefits** that are illegal, indecent or offensive in any way, involve gambling, or otherwise violate this Supplier Code of Conduct;
- › Exchange **benefits** for any improper advantage or influence over a business relationship;
- › Request **benefits** from anyone;
- › Exchange **benefits** when it raises questions about **conflicts of interest**; or
- › Offer, accept or exchange cash or cash equivalents **on behalf of Linxon**.

3.2.3 Government Officials

Because relationships with **government officials** carry the potential for impropriety, or may give rise to an appearance of impropriety, we expect full transparency from our **suppliers** in that respect, so that the inherent risks can be assessed and properly managed.

Suppliers are expected to be knowledgeable about, and must disclose to **Linxon** at the outset of our relationship, and thereafter promptly upon becoming aware of, any of their owners or shareholders (direct or indirect), directors, officers or key employees, or any of their employees, agents or consultants that are involved or expected to be involved in **Linxon** business, being, or having been in the past five years, a **government official** or in a **close personal relationship** or in a business relationship with someone who is a **government official**.

3.3 Lobbying

Linxon engages with **government officials** and public representatives in an honest, transparent and accountable manner. We are committed to building and maintaining constructive, positive relationships in the public sector. Many jurisdictions have enacted laws and regulations that require various levels of disclosure of **lobbying** activities.

Suppliers must always be familiar and comply with all laws and regulations as they relate to **lobbying**.

3.4 Money Laundering and Tax Evasion

3.4.1 Money Laundering

Suppliers must always:

- › Comply with **anti-money laundering** laws and regulations;
- › Act carefully to prevent **Linxon** from being involved or used in **money laundering** or other criminal activities; and
- › Recognize and monitor potential warning signals that could help detect unusual or suspicious activity.

3.4.2 Tax Evasion

Suppliers must always:

- › Apply a zero tolerance policy with respect to any criminal facilitation, including **tax evasion**, and never accept being complicit in facilitating a **third party** to evade **taxes** in any jurisdiction.
- › Comply with all tax laws and regulations in the jurisdictions in which they operate;
- › Act carefully to prevent **Linxon** from being involved, used in or facilitating **tax evasion** or other criminal activities;
- › Have reasonable procedures in place to prevent the facilitation of **tax evasion**; and
- › Recognize and monitor potential warning signals that could help detect unusual or suspicious activity.

3.5 Trade Compliance, Export Controls and Anti-Boycott

Suppliers must always:

- › Conduct their activities in compliance with all local and international **export controls, economic sanctions** and anti-boycott laws and regulations applicable in all the jurisdictions where they do business; and
- › Avoid the inclusion of any clause within a contract that would have the effect of illegally boycotting trade with a country.

3.6 Accounting Practices and Record Keeping

Suppliers must always:

- › Maintain complete and accurate books, records and documents, in accordance with generally accepted record keeping principles;
- › Afford **Linxon**, upon reasonable notice, the right to audit and access all their books, records and documents as may be relevant to evidence the **suppliers'** compliance with their obligations under this Supplier Code of Conduct; and
- › Grant such access during the term of their contractual engagement with **Linxon**

and for a period of six (6) years after its termination or expiration.

4. Corporate Social Responsibility

4.1 Human Rights

At **Linxon**, we believe that everyone should be treated with dignity, fairness and respect. We are committed to supporting the protection and preservation of human rights throughout our operations.

Suppliers must always:

- › Avoid engaging in activities that encourage human rights abuses, **modern slavery**, human trafficking, child labor, bonded labor or forced labor, regardless of local legislation and customs;
- › Allow their employees the choice to leave their employment freely upon reasonable notice;
- › Provide their employees with training to help them recognize situations where a risk of **modern slavery** exists; and
- › Ensure that their supply chain is free of any form of **modern slavery** by requiring that their own suppliers do the same.

4.2 Mutual Respect

At **Linxon**, the preservation of everyone's dignity, privacy and rights is a priority for us. **Suppliers** must always:

- › Maintain a work environment free of **discrimination, harassment** or **violence**.
- › Ensure that diversity and inclusivity in the workplace are supported and encouraged.
- › Take measures to eliminate discrimination and promote equality.
- › If requested, collaborate with Linxon and/or industry to deliver improvements in equality, diversity and inclusion.

4.3 Health, Safety and Environment

At **Linxon**, we are committed to doing business in a safe, ethically, environmentally and socially responsible manner.

Suppliers must always:

- › Make sure that compliance with the applicable workplace health, safety and environment laws and regulations is treated as the minimum standard everywhere they conduct business;
- › Protect anyone who takes part in their operations (including **Linxon** personnel) and/or comes into contact with their work sites and offices;
- › Focus on hazard recognition, risk assessment and elimination of hazards;
- › Seek to establish an **incident-free** work environment; and

- › Carry out their operations with care for the environment.

5. Confidential Information and Data Privacy

Suppliers must always:

- › Protect **confidential information** belonging to **Linxon**, its **clients**, its **competitors** and its **business partners** from inappropriate or unauthorized access;
- › Obtain written consent before using or accessing any such **confidential information**;
- › Limit access to **confidential information** to those who require it to carry out their duties;
- › Protect personal and private information in accordance with applicable **data protection and privacy laws**;
- › Have appropriate policies and procedures in place to ensure that information is kept protected, secure and confidential; and
- › Continue to protect this information even after the termination of their business relationship with **Linxon**.

6. Reporting Suspected Misconduct and Concerns

At **Linxon**, we believe that everyone can contribute to maintaining our high ethical standards by speaking up whenever they encounter a situation that might raise questions about integrity or misconduct. This is why **suppliers** must immediately report to **Linxon** any evidence or suspicion that anyone engaged in **Linxon** business (including, but not restricted to, **Linxon** employees and the **supplier's** employees):

- › Has breached the **Linxon** Code of Conduct;
- › Has breached this Supplier Code of Conduct;
- › Has failed to comply with any applicable laws, rules or regulations; or
- › Has committed any other instances of misconduct or pressure to compromise our ethical standards.

Suppliers must promptly report any of these situations via one of the following resources:

- › Their **Linxon** point of contact; or
- › **Linxon's Reporting Line** (operated by a secure third party provider) at www.clearviewconnects.com.

All **Suppliers** must fully cooperate with **Linxon** when it investigates any report received and shall ensure cooperation from their own suppliers whenever they are involved in **Linxon** business. This includes, for example, providing timely access to relevant records and making personnel available for interviews.

Linxon is committed to creating an environment where everyone feels comfortable to report any of the situations as described above. **Linxon** prohibits retaliation against anyone who, in good faith, comes forward with their concerns.

REFERENCES

For more information on how Linxon applies the principles set out in this document, please consult:

Our [Code of Conduct](#);

Our [Modern Slavery and Human Trafficking Statement](#);

Our [BlueBook](#) on health, safety and the environment;

GLOSSARY

Actual Conflict of Interest

refers to a real and existing conflict of interest.

Benefit

refers to anything of value, whether tangible or intangible, offered or conveyed by a person to another person or that other person's relatives. Includes all manner of gifts and marks of hospitality. Without limiting the generality of the foregoing, examples of benefits may include goods and merchandise, meals (including beverages), travel, lodging and entertainment/events (tickets to concerts or sporting events, access to VIP lounges, etc.).

Business Partner

refers to a third party with whom Linxon enters into a business relationship and who is expected to act on behalf of Linxon for any purpose.

A third party providing any of the following types of services should always be considered to be a business partner:

- › applying for or obtaining licenses, visas, permits, certificates or similar documents;
- › performing customs clearance and other customs-related services;
- › providing recruitment services*;
- › acting as a representative;
- › carrying out business development;
- › acting as a lobbyist;
- › acting as a sponsor or local partner, where mandated by law;
- › or entering with the company in any form of partnership-like relationship, such as a joint venture or a consortium.

Clients and nominee shareholders are not considered to be business partners.

Individual consultants are not considered to be business partners if they are hired through Human Resources and therefore go through the HR recruitment and onboarding procedures and processes. This exception does not apply if the individual consultant performs business development activities on behalf of Linxon. If business development activities are to be performed, the individual consultant will be considered as a business partner.

Law firms, EY, Deloitte, KPMG, BDO, Grant Thornton, PwC and technical services providers such as architects or engineers are only considered to be business partners if they are acting on behalf of Linxon AND the contracting entity is based in a country where the Corruption Perception Index score (as published annually by Transparency International) is 45 and below.

*Excluding loan of personnel such as outsourcing labor (labor brokers and staffing agencies).

Client

refers to either the party with whom Linxon has signed a contract or a prime contract for the provision to that party of goods, works or services, or the ultimate beneficiaries of such goods, works or services, or both/all of them, as the context may require.

Company

refers to Linxon and all entities, joint ventures, partnerships or other undertakings under its direct or indirect control.

Competitor

refers to a third party that offers, or is capable of offering, the same or similar products and services to some or all of those offered by Linxon, in markets served or intended to be served by Linxon.

Confidential Information	refers to any information that is not intended to be publicly known, including without limitation: information that is shortly to be made public, price, contract negotiations, strategic information, capacity, costs, supply information, profit levels, trade terms, credit terms, commercial strategies or plans, drawings, building plans, intentions to bid or not to bid, current and prospective market share.
Conflict of Interest	refers to a set of circumstances which creates an actual, potential or perceived risk that the professional judgment or actions in relation to the person's duties and obligations toward the company or in relation to the company's business will be unduly influenced by a secondary interest, which usually benefits the person financially, professionally and/or personally.
Data Protection and Privacy Law	refers to the national or territorial data protection and data privacy legislation implemented in the countries in which Linxon operates. For example, the General Data Protection Regulation and the Privacy and Electronic Communications Regulation are the applicable data protection and data privacy law in the European Union and apply to all processing of personal data carried out in that jurisdiction. PIPEDA is one of the applicable data protection and privacy laws in Canada.
Discrimination	occurs when an individual, or group of individuals, is treated differently, or negatively, on account of their personal traits, beliefs, national or ethnic origin, culture, religion, political views, age, mental or physical disability, gender, sexual orientation or any other grounds prohibited by law.
Economic Sanctions	refers to laws and regulations which prohibit or restrict business dealings with certain countries and their nationals, and/or with designated entities or persons.
Export Controls	refers to laws and regulations that regulate and/or restrict the export of items and the transfer of items to foreign nations (and/or from one foreign nation to another) and/or foreign nationals or companies for reasons of national security, foreign policy, antiterrorism or non-proliferation.
Facilitation Payments	refers to unofficial payments (as opposed to legitimate and official fees or taxes) made for the purpose of obtaining, securing or accelerating the taking of a decision or performance of a service or routine action to which the person or company paying is already entitled. They are typically small payments made in cash, or small gifts, to an individual with little decision-making power, yet capable of controlling a process (holding up, obstructing or drawing out the process). They tend to be made secretly and are often, but not exclusively, requested in the following situations: <ul style="list-style-type: none"> › Obtaining issuance of licenses or permits; and › Processing governmental papers, such as visas and other official documents.
Government Official	refers to an officer or employee of or any person (such as an attorney or legal representative) representing or acting on behalf of: <ul style="list-style-type: none"> › Any level of government (whether federal, provincial, state, municipal or other); › Political parties, party officials and candidates for public office; › State-owned and controlled entities*; › Public international or intergovernmental organizations; or › A person who holds a legislative, administrative, judicial or military position. <p>* "state-owned and controlled entities" means a legal entity that is created by a government (federal, provincial, municipal or other) and on which the government exercises control, typically by appointing its officers and directors. A state-owned and controlled entity can be either wholly or partially owned by a government and should not be confused with companies whose stocks are owned in part by a government body, since these companies are truly private sector corporations which happen to have a government entity as one of their shareholders, as for instance SNC-Lavalin Group Inc. whose shares are partially owned by the Caisse de dépôt et placement du Québec. By way of example, the following are, in many jurisdictions, state-owned and controlled entities: public transit and public utilities, national airlines and railways, telecom operators, postal service, national broadcasting corporations, universities, hospitals, national research institutes or agencies, national extractive companies, businesses owned by the royal family governing a country, etc. In some jurisdictions, countrywide state-owned or controlled entities are sometimes referred to as "crown corporations."</p>

Harassment and Bullying	Harassment, be it sexual, psychological or in any other form, exists when behaviour towards another person is shocking or offensive, affects the person's dignity or psychological or physical well-being, or results in a harmful work environment.
	Harassment results in an intimidating, hostile, degrading, humiliating or offensive working environment for the person and can come in the form of repeated, hostile or unwanted conduct, verbal comments, actions or gestures, or can take the form of a single serious incident. Harassment can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning, or unwelcome. This includes bullying.
Incident	refers to an unplanned event that occurs casually in connection with something else.
Lobbying	refers to the process of influencing, or advising those who wish to influence, public and government policy at all levels: federal, state, regional and local. It involves the advocacy of an interest that is affected, actually or potentially, by the decisions of government leaders. Lobbying activities can be exercised by in-house lobbyists and/or consultant lobbyists.
Modern Slavery	refers to the recruitment, transportation, transfer, harboring, or receipt of persons by improper means (such as force, abduction, fraud, or coercion) for an improper purpose. Common forms of exploitation include domestic servitude, forced marriage, forced criminality, forced labor and sexual exploitation.
Money Laundering	refers to the process by which a person conceals or disguises the identity or the origin of illegally obtained funds so that they appear to have originated from legitimate sources.
On Behalf Of	means, in the context of an action taken or any interaction with third parties such as clients, subcontractors, vendors, other contractors, public bodies, government officials, governmental authorities or regulatory agencies, that the action or interaction is, or may be reasonably be perceived to be, in the name or for the benefit of, or may otherwise be imputed to, Linxon.
Perceived Conflict of Interest	refers to a situation where an observer could reasonably conclude that a conflict of interest exists, even if it does not.
Potential Conflict of Interest	refers to a situation where there is a reasonable possibility of a conflict of interest arising in the future.
Representative	refers to any individual or organization who is engaged and paid by Linxon to act on behalf of and assist Linxon in pursuing sales related opportunities, regardless of the compensation method, where the arrangement requires the individual or organization to engage in direct or indirect interactions with any third party (including, without limitation, government officials or employees, any regulatory/rule setting or administrative bodies, procurement agencies, government branches involved in investing, or any private or public entity or their representatives). This includes various lobbying activities.
SNC-Lavalin	refers to SNC-Lavalin Group Inc. and all entities, joint ventures, partnerships or other under-takings under its direct or indirect control.
Stakeholder	refers to a person or organization that can affect, be affected by, or perceive itself to be affected by, a decision or activity (such as employees, clients, suppliers, communities, regulators, non-profit organizations, investors, shareholders, etc.).
Subcontractor	refers to any individual or entity hired by Linxon for the provision of goods and/or services. This does not include clients or employees of Linxon.

Supplier

refers to any third party that supplies goods and/or services or carries out work, including manufacturers, distributors, service providers or contractors/subcontractors/subconsultants, as well as their principals, owners, shareholders, or any other controlling person or entity, any entity under common ownership and anyone working for them or acting on their behalf (including their employees, consultants, contractors, suppliers and representatives), whenever they are involved in Linxon business or related activities

Taxes

all forms of tax, including but not limited to, payroll and employment taxes, national insurance and social security contribution, capital taxes, corporation tax, customs and duties, Value Added Tax (VAT) or other indirect sales and goods taxes irrespective of territory.

Tax Evasion

refers to the unlawful evasion of taxes performed by misrepresenting the taxpayer's affairs with the goal to reduce or eliminate their tax liability. It may take the form of dishonest tax reporting through the understatement of income or gains or the overstatement of deductions or losses. Tax evasion can be realized by individuals, corporations or trusts.
Tax Evasion includes the facilitation of tax evasion which refers to the deliberate and dishonest action (or omission) to assist another person to evade taxes in any jurisdiction.

Third Party

refers to any individual or organization, other than Linxon, that personnel may come into contact with in the course of their work and business activities, including but not limited to, business partners (including consortium and joint venture partners), family members, candidates, competitors, clients, suppliers and government officials.

Third party personnel is not on Linxon payroll.

Violence

refers to the use of physical force that causes or could possibly cause physical injury, or any action(s), behaviour or statement(s) that could reasonably be perceived as a threat to one's safety or security.

