Code of Conduct

for Fluence Business Partners and Third-Party Intermediaries

VERSION 3.0

Table of Contents

This Code of Conduct for Fluence Business Partners and Third-Party Intermediaries ("Supplier Code of Conduct") sets the expectations for all Suppliers to operate in an ethical, responsible, and legally compliant manner, while adhering to environmental, social, and governance ("ESG") standards.

It applies to all entities that provide goods or services to Fluence Energy, Inc. and its affiliates (collectively, "Fluence")—including contractors, subcontractors, vendors, consultants, agents, business partners—and their personnel, meaning all individuals engaged in delivering those services, including employees, temporary staff, and subcontracted workers.

Fluence reserves the right to change the requirements of this Supplier Code of Conduct at any time and Fluence expects each business partner and/or third-party intermediary (each a "Supplier") to accept such changes in a reasonable time and ensure compliance with any revised Supplier Code of Conduct.

Scope and Applicability

Fluence recognizes that its Suppliers are diverse, ranging from global manufacturing partners to local service providers. While the foundational principles of this Code apply to all Suppliers, certain provisions are specifically relevant to the nature of the goods or services being provided.

All Suppliers must comply with the requirements set forth in the **Compliance with the Law (Section 1), Fair Business Practices (Section 2), and Human Rights and Fair Labor Practices (Section 3) sections**. The applicability of the **Environmental Stewardship (Section 4), Responsible Mineral Sourcing (Section 5), and Supply Chain Management (Section 6) sections** will depend on the Supplier's specific operations and their integration into Fluence's value chain.

This risk-based approach ensures that requirements are relevant and proportional. Suppliers are expected to assess their operations and adhere to all applicable sections of this Supplier Code of Conduct.

The Supplier hereby declares:

1. Compliance with the Law

1.1. To comply with the applicable laws of all jurisdictions to which it is subject.

1.2. To align with the requirements set forth in this Supplier Code of Conduct to the extent not prohibited by local laws and regulations when the requirements of this Supplier Code of Conduct set a higher standard than is required by applicable local laws and regulations.

2.Fair Business Practices

2.1.1. Prohibition of Corruption and Bribery

2.1.2. To tolerate no form of, and not to engage directly or indirectly in any form of, corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.

2.2. Fair Competition, Antitrust Laws, and Intellectual Property Rights

2.2.1. To act in accordance with applicable national and international competition laws and regulations and agree not to participate in price fixing, market or customer allocation, market sharing, or bid rigging with competitors.

2.2.2. To respect and abide by applicable intellectual property rights and laws.

2.3. Conflicts of Interest

2.3.1. To avoid engaging in any activity that would create an improper or illegal conflict of interest when engaging with Fluence. A conflict of interest exists when any relationships or activities impair or even appear to impair, an ability to make objective and fair decisions. Fluence requires that decisions made on its behalf avoid even the appearance of a conflict of interest and are objective and fair.

2.3.2. To comply with applicable insider trading laws. Under United States Federal Securities Laws, you cannot buy or sell Fluence Energy Inc. securities, or another company's securities when in possession of information about Fluence or another company that is (1) not available to the investing public, and (2) could influence an investor's decision to buy or sell the security.

2.4. Anti-money Laundering, Terrorism Financing

2.4.1. To not engage in money laundering or any form of illegal or unethical activity, including corruption, extortion, embezzlement, or bribery, and to comply with all applicable laws and regulations in every jurisdiction where business is conducted with Fluence.

2.4.2. To conduct business only with reputable third parties who are involved in lawful business activities and whose funds are derived from legitimate sources.

2.4.3. To implement and maintain effective controls to prevent the misuse of their operations, products, services, or supply chains for money laundering, terrorist financing, sanctions evasion, or other financial crimes.

2.5. Personal Data Protection and Privacy

2.5.1. To comply with all applicable data protection and privacy laws and regulations, including but not limited to the EU and UK General Data Protection Regulation (GDPR), the California Privacy Rights Act (CPRA), and other national or regional laws (collectively, “Data Protection Laws”).

2.5.2. To acknowledge that in providing goods or services to Fluence, it acts as a “Data Processor” processing personal data on behalf of Fluence (the “Data Controller”). The Supplier shall process personal data strictly in accordance with Fluence’s documented instructions and only for legitimate business purposes.

2.5.3. To enter into Fluence’s standard Data Processing Agreement (DPA) (as applicable for EEA or non-EEA jurisdictions) if its services involve: (a) Processing personal data beyond basic business contact information (e.g., name, corporate email, and phone number used solely for communication); or (b) Processing any sensitive personal data (e.g., health information, financial data, diversity metrics, or background checks) on behalf of Fluence.

2.5.4. Fluence reserves the right to determine whether a DPA is required based on the nature and volume of the data processed. If a DPA is executed, its terms will supersede this Supplier Code of Conduct regarding data protection matters.

2.5.5. To restrict transfer of any personal data outside of its originating jurisdiction (e.g., from the EEA to a third country) without ensuring a valid legal transfer mechanism is in place, such as an Adequacy Decision, Standard Contractual Clauses (SCCs), or other safeguards as stipulated in the applicable Fluence DPA.

2.5.6. To implement and maintain appropriate technical and organizational measures (TOMs) to ensure the security, confidentiality, and integrity of personal data against unauthorized access, loss, alteration, or disclosure.

2.5.7. To notify the Fluence Data Privacy Office of any suspected or actual personal data breach without undue delay, and in any event no later than 24 hours after becoming aware of it, in accordance with the procedure outlined in the Fluence Personal Data Incident Management Procedure and the applicable Data Processing Agreement (DPA).

2.6. Cybersecurity Laws

2.6.1. To use all IT resources and personal data in a safe, responsible, professional, ethical and lawful manner and ensure the security of all Fluence data and proprietary, confidential information from unauthorized access, use, or disclosure.

2.6.2. To comply with common cybersecurity requirements and implement appropriate technical and organizational measures to safeguard information and systems against unauthorized access, loss, misuse, or cyber-attacks.

2.6.3. To promptly notify Fluence of any actual or suspected cybersecurity incidents, data breaches, or unauthorized access that may impact Fluence systems, data, and operations, and to cooperate in investigation and remediation activities.

2.6.4. To participate in Fluence's Third-Party Security Risk Management (TPSRM) program, including completion of security assessments, provision of relevant evidence of controls, timely remediation of identified risks, and support for ongoing monitoring and periodic reassessments as required by Fluence.

2.7. Adherence to Export Control, Customs and Trade Regulations

2.7.1. To comply with all international laws, national laws, regulations, and other controls which govern the transfer, access, export, re-export, and import of products, services, and technologies. Suppliers must maintain, where applicable, robust compliance programs and policies to effectively manage technologies, products, and technical data that are subject to legal controls or restrictions.

2.7.2. To not engage in transactions involving restricted or sanctioned parties, entities, or jurisdictions and to take reasonable measures to ensure ongoing compliance with applicable sanctions and trade control requirements. Under no circumstances shall a Supplier take any action that could expose Fluence to a violation of applicable trade laws or regulations.

3. Human Rights and Fair Labor Practices

3.1. Prohibition of Child Labor

3.1.1. To comply with applicable labor and employment laws regarding any form of child labor and prohibit any exploitation of children in the manufacturing and delivery of products or services. If there is any doubt about the minimum age of employment, the International Labour Organizations Minimum Age Convention (No. 138) of 1973 should be applied.

3.2. Protection of Young Workers

3.2.1. To comply with either a given country's minimum working age, or the rules regarding the employment of a young worker as defined by the conventions of the International Labor Organization ("ILO") or national/regional law, whichever affords greater protection to the individual. For clarity, a young worker in this context refers to an individual above the legal working age but before their 18th birthday.

3.2.2. To facilitate any given case, young workers (above minimum age but below the age of 18) shall not be engaged in any processes or circumstances that are likely to jeopardize the health, safety or morals of such young people.

3.3. Freely Chosen Employment and Combating Modern Slavery

3.3.1. To prevent any form of abusive or illegal labor such as forced labor or human trafficking, all labor must be voluntary, and workers must be allowed freedom of movement. All forms of forced labor and human trafficking are prohibited, including but not limited to any form of prison, slave, bonded, forced, or indentured labor.

3.3.2. To act with special diligence when engaging and recruiting migrant workers, both directly and indirectly. Further, business partners must ensure that a worker's contract clearly states the terms and conditions and the respective employer's obligation in a language migrant workers understand.

3.3.3. To terminate any employment contracts or employment relationship based on a process that is fair, transparent, and consistent with the requirements of local law, and which is communicated to the relevant employee.

3.3.4. To protect vulnerable workers, Supplier shall identify and address risks related to individuals or groups who may be at higher risk of exploitation or discrimination, including, where applicable, migrant, temporary, contract, young and women workers, and shall ensure fair treatment and protection from abuse, retaliation, or unfair practices.

3.3.5. To ensure that workers are not required to pay recruitment fees, placement fees, deposits, or other employment-related costs as a condition of obtaining employment. Where such fees or costs have been charged, Suppliers shall ensure affected workers are reimbursed promptly and in full.

3.3.6. To prohibit the confiscation, withholding, destruction, concealment, or denial of access to workers' passports, identity documents, work permits, immigration documents, or other personal belongings. Any temporary retention required by law must be lawful, documented, and with the worker's informed consent.

3.3.7. To promptly notify Fluence of any actual or suspected incidents of forced labor, human trafficking, debt bondage, worker-paid recruitment, restriction of movement, retention of identity documents, or other forms of modern slavery identified within its operations or supply chain and cooperate in any resulting investigation, corrective action, or remediation process.

3.3.8. To establish, implement, and maintain appropriate remediation procedures to address incidents of forced labor, human trafficking, or modern slavery and ensure affected workers are protected from retaliation and provided access to appropriate remedy.

3.4. Non-discrimination and Prevention of Harassment and Abuse

3.4.1. To promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, national origin, social background, disabilities, sexual orientation, political or religious conviction, sex, gender, age, or status as a military veteran.

3.4.2. To respect the personal dignity, privacy, and rights of each individual; to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, physical or corporal discipline, sexual harassment, or discrimination.

3.4.3. To prohibit behavior including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive, or exploitative.

3.5. Rights of Freedom of Association and Collective Bargaining

3.5.1. To recognize and respect the right of employees to exercise their rights of free association, including the right to form, join and organize or not join any association or union of their choice and bargain collectively without fear of discrimination, retaliation, harassment or intimidation.

3.5.2. To have in place a clear and parallel mechanism for resolving industrial or workplace disputes, including grievances whereby effective communication with employees and their representatives must be ensured.

3.6. Working Hours and Rest Days

3.6.1. To ensure that working hours comply with applicable local legal requirements where standard working hours excluding overtime should not exceed 48 hours per week. Employees must not be required to work more than 60 hours per week including overtime.

3.6.2. To allow necessary breaks as per the legal requirements or breaks may be provided every 5 hours of continuous working which is safe for worker health to all workers.

3.6.3. To provide at least one full day of rest (24 hours) within every 7 days unless otherwise dictated and defined by the terms of any applicable collective agreements consistent with specific country's legal requirements.

3.7. Minimum Wages and Benefits

3.7.1. To ensure that workers earn minimum wage in accordance with local laws and regulations, or prevailing industry wage or collective bargaining agreements, whichever is higher, and all legally mandated statutory benefits such as social security and other forms of insurance, leaves, bonus and other benefits which are guided by the law.

3.7.2. Work beyond normal working hours (i.e. overtime hours) must always be compensated at a premium rate and align with legal requirements and benefits.

3.7.3. To ensure that employees are paid wages directly, in legal tender, free of unlawful or unreasonable deductions or setoffs.

3.8. No Precarious Employment is Provided

3.8.1. To every extent possible, to ensure that work performed, and employment relationships do not cause insecurity or social or economic vulnerability for their workers. Such work and employment relationships shall be conducted in compliance with applicable local and national law and practice, and/ or international labor standards, whichever affords greater protection.

3.9. Indigenous Peoples, Land Rights and Community Impacts

3.9.1. To respect the rights of Indigenous Peoples and local communities, including their social, cultural, environmental, and economic interests, and their connection to land, water, and natural resources, in accordance with applicable laws and recognized international standards including but not limited to, the ILO Indigenous and Tribal Peoples Convention (No. 169).

3.9.2. To avoid unlawful eviction or acquisition of land and to respect legitimate land tenure rights of individuals, Indigenous Peoples, and local communities.

3.9.3. To engage in meaningful consultation with affected communities and obtain free, prior and informed consent from indigenous peoples, where required by applicable law or recognized international standards.

3.9.4. To consider and mitigate adverse impacts on community health, safety, and access to essential resources, with particular attention to vulnerable groups that are at higher risk of exclusion, harm, or unequal impact.

3.10. Occupational Health and Safety Management

3.10.1. To provide a safe and healthy work environment for its employees and contractors. It is essential that Supplier shall all obligations by adhering to all applicable Fluence OHS policies, procedures, plans, instructions and the applicable local legal requirements, including ensuring that machinery and equipment are safely designed, operated, and maintained with appropriate safeguarding measures.

3.10.2. To anticipate, identify, assess, and control occupational health and safety risks—including those related to hazardous energy and exposure to chemical, biological, and physical agents—Suppliers shall establish, implement, and maintain an appropriate management system. The system shall be rigorously applied and comply with all applicable local legal and regulatory requirements. Where relevant, hazards shall be controlled in accordance with the hierarchy of controls, giving priority to elimination, substitution, engineering controls, administrative controls, and personal protective equipment, as appropriate, including safe energy isolation procedures such as lockout/tagout.

3.10.3. To identify and assess potential emergency situations, appropriate emergency action and response plans shall be established, implemented, and maintained in compliance with all applicable legal, regulatory, and site-specific requirements, including incident reporting, employee notification, evacuation, emergency communications, and coordination with external response agencies. Emergency equipment, alarm systems, and response infrastructure shall be specified, inspected, tested, maintained, and kept operational, and workers shall receive role-specific training, with periodic drills and documented evaluations to verify response readiness and minimize risks to personnel, the environment, and property.

3.10.4. To appoint a senior official responsible for ensuring the safe and healthy workplace environment. As applicable, where employee accommodation is provided, such workplace shall be maintained in a clean, safe, and habitable condition that adequately supports workers' basic needs.

3.10.5. To ensure the safe handling, transportation, storage, and disposal of chemicals and other hazardous materials in compliance with all applicable legal, regulatory, and site-specific requirements. To include current Safety Data Sheets (SDS), that shall be maintained and made readily available, together with summaries of chemical use presented in language understandable to workers. Employees shall receive applicable hazard communication training commensurate with their roles and potential exposures.

3.11. Grievance Management

3.11.1. To establish and maintain an effective, accessible, and confidential grievance mechanism that enables employees, workers, stakeholders, and communities to raise concerns or report potential breaches of the Supplier Code of Conduct, including through anonymous channels where appropriate.

3.11.2. To promote open, transparent, and respectful communication between management and workers to ensure grievances are addressed in a timely, fair, and impartial manner, including appropriate corrective actions and follow-up.

3.11.3. To strictly prohibit retaliation and to ensure protection of individuals raising concerns, while maintaining records, monitoring trends, and continuously improving grievance management systems and practices.

4. Environmental Stewardship

4.1. Environmental Compliance System

4.1.1. To comply with all applicable environmental laws, regulations, and international standards, and to maintain systems and controls to ensure ongoing compliance and regulatory reporting.

4.1.2. To identify, monitor and reduce environmental impacts, including emissions, waste, and resource use, and to implement continuous improvement measures supported by defined targets and performance tracking.

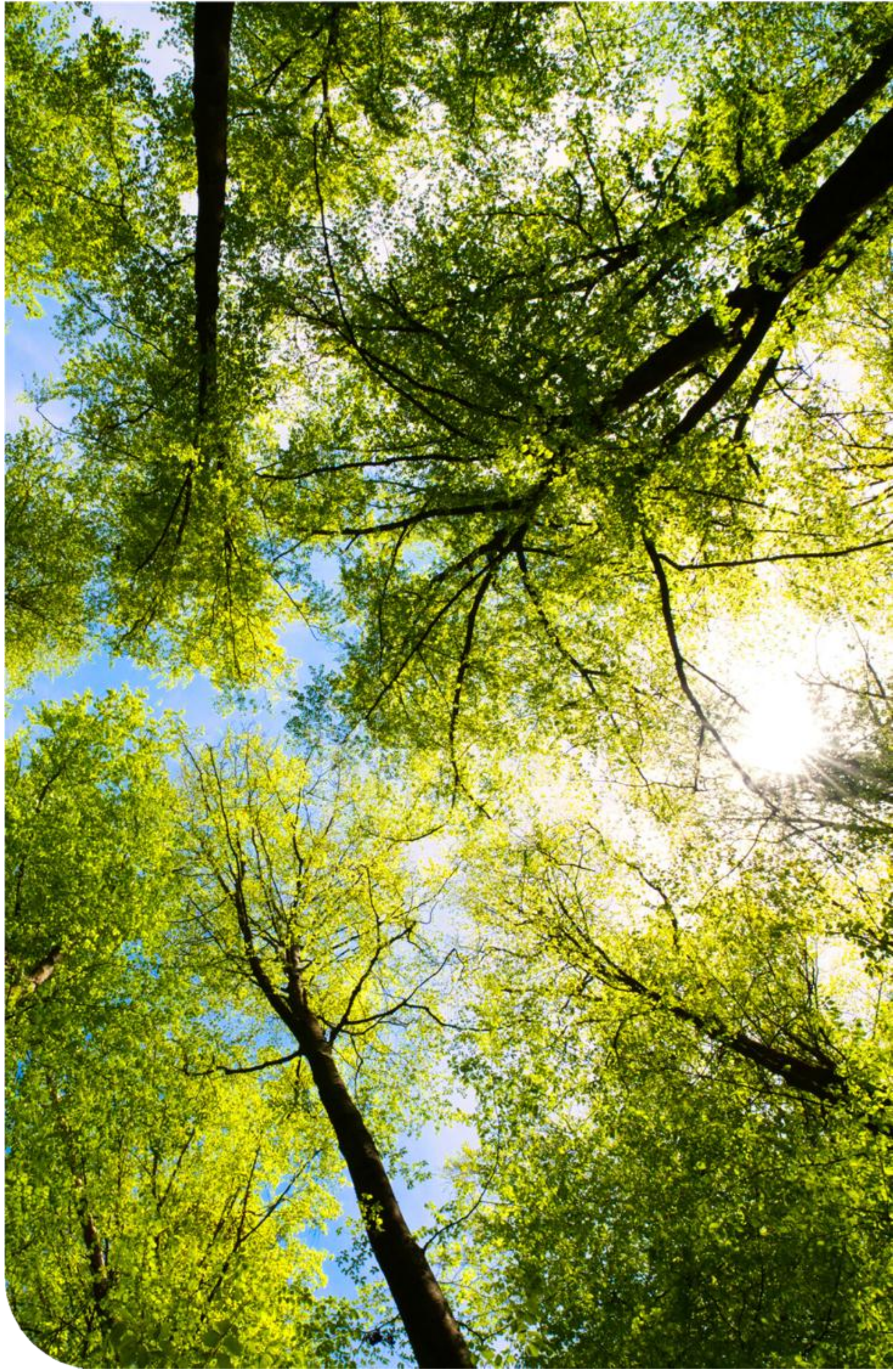
4.1.3. To implement and maintain an effective environmental management system aligned with recognized standards (e.g. ISO 14001 or equivalent), including processes for waste management, risk identification, training and performance monitoring.

4.2. Chemical Management

4.2.1. To comply with all applicable global restricted chemical regulations across jurisdictions where the Supplier operates or supplies products, including but not limited to chemical regulatory frameworks, and equivalent requirements and to maintain and provide declarations of conformity from relevant authorities that are valid, legally compliant, and up to date, as required.

4.2.2. To disclose the presence of substances of concern, provide verifiable data to support regulatory compliance and product transparency, and pursue the use of safer alternatives where technically and commercially feasible. To establish, maintain, and implement a time-bound plan to phase out such substances, including defined actions to identify and adopt suitable alternatives.

4.2.3. To ensure safety data sheet documentation identifies substances of concern based on applicable regulatory requirements, including emerging or high-risk substance categories.



4.3. Environmental Transparency

4.3.1. To provide complete, accurate, and verifiable product and supply chain data and documentation to assure compliance with regulatory requirements and industry standards - including product composition, supply chain traceability, and environmental impact metrics.

4.3.2. To provide and affix all required regulatory labels, markings, and identifiers, including those enabling product identification and traceability, to products, components, or materials, in accordance with relevant legal and industry requirements.

4.3.3. To comply with applicable requirements related to sustainable packaging and packaging materials, including design, material composition, recyclability, data requirements, labeling, and waste reduction, Supplier shall ensure appropriate practices are implemented and maintain relevant supporting documentation demonstrating such compliance, as reasonably requested by Fluence or required under applicable laws.

4.3.4. To comply with applicable requirements related to core products and components, Supplier shall implement appropriate measures to ensure conformity with relevant safety, environmental, and due diligence expectations, maintain and provide documentation demonstrating such compliance and supporting technical information, as reasonably requested by Fluence or required under applicable laws.

4.3.5. To enhance product environmental transparency, Supplier shall, where relevant and feasible, develop and disclose environmental performance information, including life cycle assessments (or LCAs), product carbon footprint (or PCFs) data, and environmental product declarations (or EPDs), aligned with recognized standards and supporting Fluence's sustainability and transparency objectives.

4.4. Climate Action and Greenhouse Gas (GHG) Emissions

4.4.1. To monitor, track, and document energy consumption and GHG emissions across operations, including Scope 1 and Scope 2 emissions, and material categories of Scope 3 emissions, where relevant.

4.4.2. To provide, upon reasonable request, accurate, complete, and consistent GHG emissions data and other relevant environmental information necessary to support Fluence's regulatory, customer, and sustainability reporting obligations.

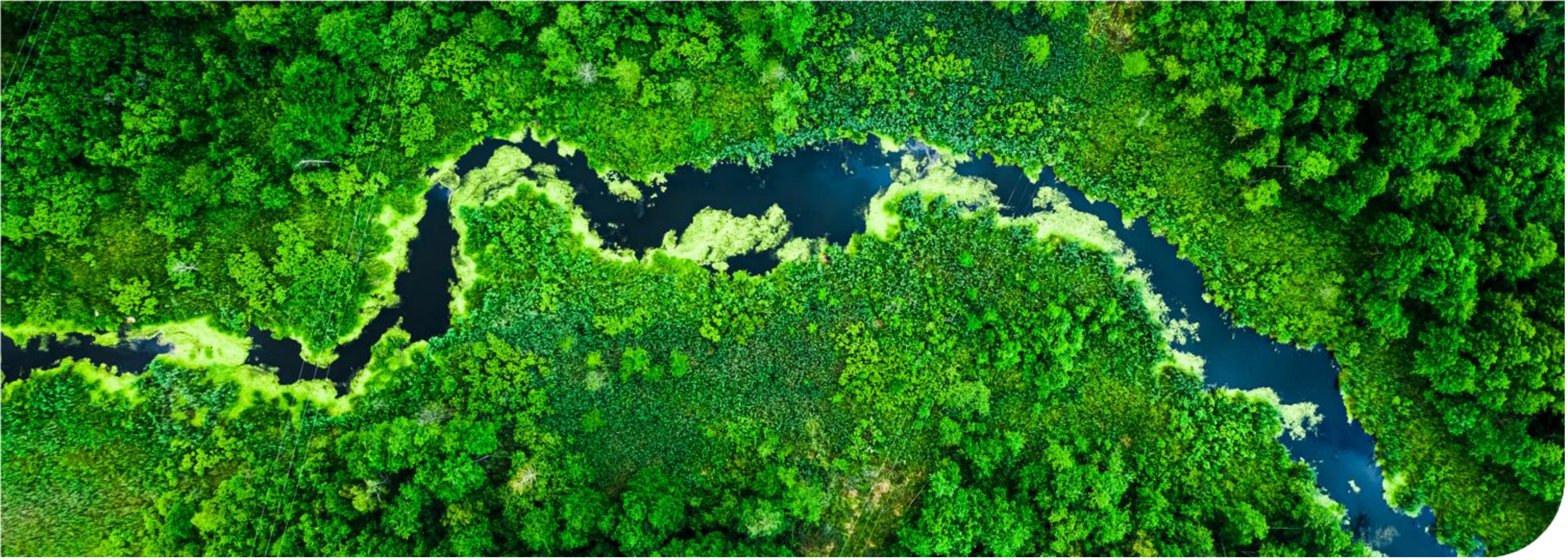
4.4.3. To identify opportunities to improve energy efficiency, reduce energy consumption, and minimize GHG emissions across operations and, where applicable, supply chains.

4.4.4. To support climate action and emissions reduction, Supplier shall, where relevant and feasible, increase the use of renewable or low-carbon energy sources and develop appropriate measures or plans to improve long-term climate resilience and reduce GHG emissions.

4.5. Recycled Material

4.5.1. To incorporate recycled content into products where legally required and, where feasible, increase the use of recycled materials. Suppliers shall maintain documentation demonstrating compliance with applicable recycled-content requirements and provide traceability information upon request.

4.5.2. To maintain an auditable process to demonstrate the origin and control of such materials where materials or inputs are commingled.



4.6. Water Stewardship

4.6.1. To use water resources responsibly and efficiently, taking into account local water availability and stress conditions, and to minimize adverse impacts on water resources arising from operations.

4.6.2. To consider water use and water-related risks, including in upstream supply chains such as the sourcing and processing of raw materials, where relevant.

4.6.3. To improve water management and resource efficiency, Supplier shall, where relevant and feasible, implement measures to reduce water consumption, enhance water efficiency, and assess water-related risks within its operations and supply chain.

4.7. Biodiversity and Natural Resource Protection

4.7.1. To use natural resources, including land and water, in a responsible and sustainable manner.

4.7.2. To identify and manage impacts on biodiversity and ecosystems arising from operations, including land use and resource extraction.

4.7.3. To avoid or minimize adverse impacts on ecosystems, including illegal deforestation, habitat degradation, and biodiversity loss, and to comply with applicable laws and recognized international standards on biodiversity protection.

4.7.4. To assess and manage biodiversity-related risks, Supplier shall, where relevant and feasible, evaluate impacts using appropriate tools or methodologies and implement measures to protect and enhance biodiversity, particularly in ecologically sensitive or high-risk areas.

5. Responsible Mineral Sourcing

5.1. To take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance or benefit armed groups, contribute to conflict, or result in serious human rights abuses, including forced labor, child labor, or other violations of internationally recognized human rights.

5.2. To establish, implement, and maintain appropriate policies, procedures, data exchange mechanisms, due diligence frameworks, risk mitigation strategies and management systems designed to promote the goal of supply chain transparency and responsible sourcing of minerals. These should be consistent with an internationally recognized due diligence framework, such as the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and its applicable supplements. We expect these frameworks to evolve over time, and Suppliers should track and adopt necessary changes as appropriate.

5.3. To establish processes to identify, prevent, and mitigate risks associated with sourcing from conflict-affected and high-risk areas, including the implementation of corrective action plans where necessary. To take appropriate steps, including disengagement from high-risk sources, where risks of severe human rights abuses or legal non-compliance cannot be adequately mitigated.

6. Supply Chain Management

6.1. Due Diligence Management System

6.1.1. To require its own business partners and/or third-party intermediaries to follow practices consistent with, and no less strict than, this Supplier Code of Conduct.

6.1.2. To establish processes for assessing, identifying, preventing, and mitigating environmental and social risks within its operations and across its Suppliers and upstream Suppliers, and to implement corrective actions as necessary to comply with applicable laws and the requirements of this Supplier Code of Conduct.

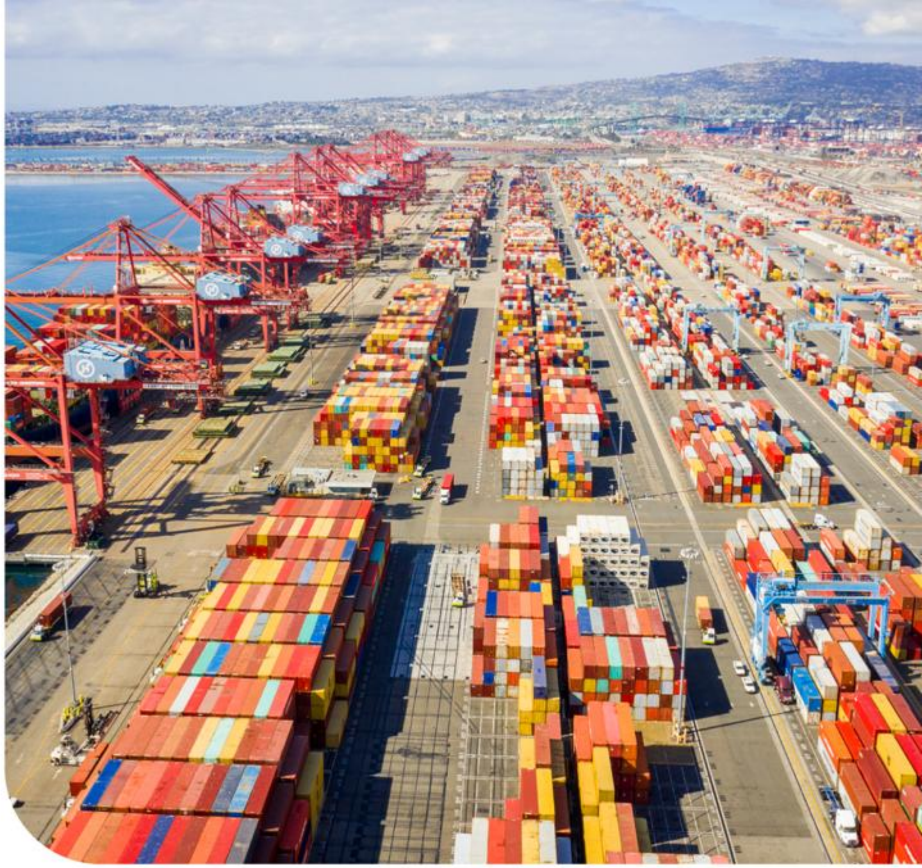
6.1.3. To set up or engage in, to the extent possible, an effective operational-level grievance mechanism to respond to individuals, stakeholders and communities adversely impacted by their activities.

6.2. Supply Chain Transparency

6.2.1. To establish and maintain appropriate systems and controls to ensure supply chain map and chain of custody for materials, components, and products, including visibility of upstream supply chain actors from raw materials to finished products, where relevant.

6.2.2. To maintain accurate and verifiable records supporting traceability, such as transactional, production, and shipment documentation, including but not limited to purchase orders, invoices, bills of materials, certificates of origin, and manufacturing records.

6.2.3. To provide, upon reasonable request, relevant supply chain information, documentation, and mapping data necessary to support Fluence's due diligence obligations, including the identification of the origin and flow of materials.



Suppliers are expected to be familiar with and apply guidance in Fluence's Responsible Sourcing Playbook. The Playbook is an integral component of this Supplier Code of Conduct and provides detailed standards and implementation guidance against which Supplier compliance will be assessed.

Please report any violations of the Supplier Code of Conduct at Ethics Point - Fluence Energy, a compliance reporting tool our Suppliers can use.

Supplier Code of Conduct Commitment Declaration

We hereby declare the following:

1. We have received a copy of the Supplier Code of Conduct, updated as of Sep 2026 and hereby Supplier commit ourselves to comply with its principles and requirements. These commitments are in addition to any other commitments set out in supply agreements or purchase orders we have with Fluence from time to time.

2. We will implement the Fluence Responsible Sourcing Framework by completing the required written self-assessment and participating in an approved due diligence audit program, including documenting actions taken or planned to ensure compliance with the Supplier Code of Conduct.

3. We commit to providing accurate, complete, and timely information to Fluence and to maintaining documentation in accordance with applicable laws and accepted business practices. We shall not falsify records, misrepresent conditions or practices, or withhold material information related to our operations or supply chain. We will cooperate with reasonable information requests and audits, while ensuring appropriate confidentiality and data protection. Any falsification, misrepresentation, or refusal to disclose relevant information may constitute a material breach of the Supplier Code of Conduct.

4. We confirm that we promote and implement the principles of the Supplier Code of Conduct towards our Suppliers and perform reasonable due diligence to ensure compliance with the principles of the Supplier Code of Conduct.

5. We agree that Fluence, Fluence's customers, or a third party appointed by Fluence and reasonably acceptable to us, shall be entitled (but not obliged) to conduct inspections at our premises in order to verify our compliance with the Supplier Code of Conduct. Such inspections may only be conducted upon prior written notice from Fluence, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties. We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; Fluence will bear its expenses. We agree to cause our Suppliers to honor the foregoing access and inspection rights for Fluence.

6. In addition to any other rights and remedies Fluence may have, in the event of (i) our material or repeated failure to comply with the Supplier Code of Conduct or (ii) our denial of Fluence's right of inspection as described above, Fluence may terminate any purchase agreement entered into and/or any purchase order without any liability whatsoever. For the avoidance of doubt, material failures always would include, but are not limited to, incidents of child labor, corruption or bribery, human trafficking or forced labor, or failure to comply with the Supplier Code of Conduct's environmental protection requirements.

7. We agree that this declaration is subject to the substantive law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between Fluence and us.

Signature	Place & Date
Name & Function	Company Name / Seal