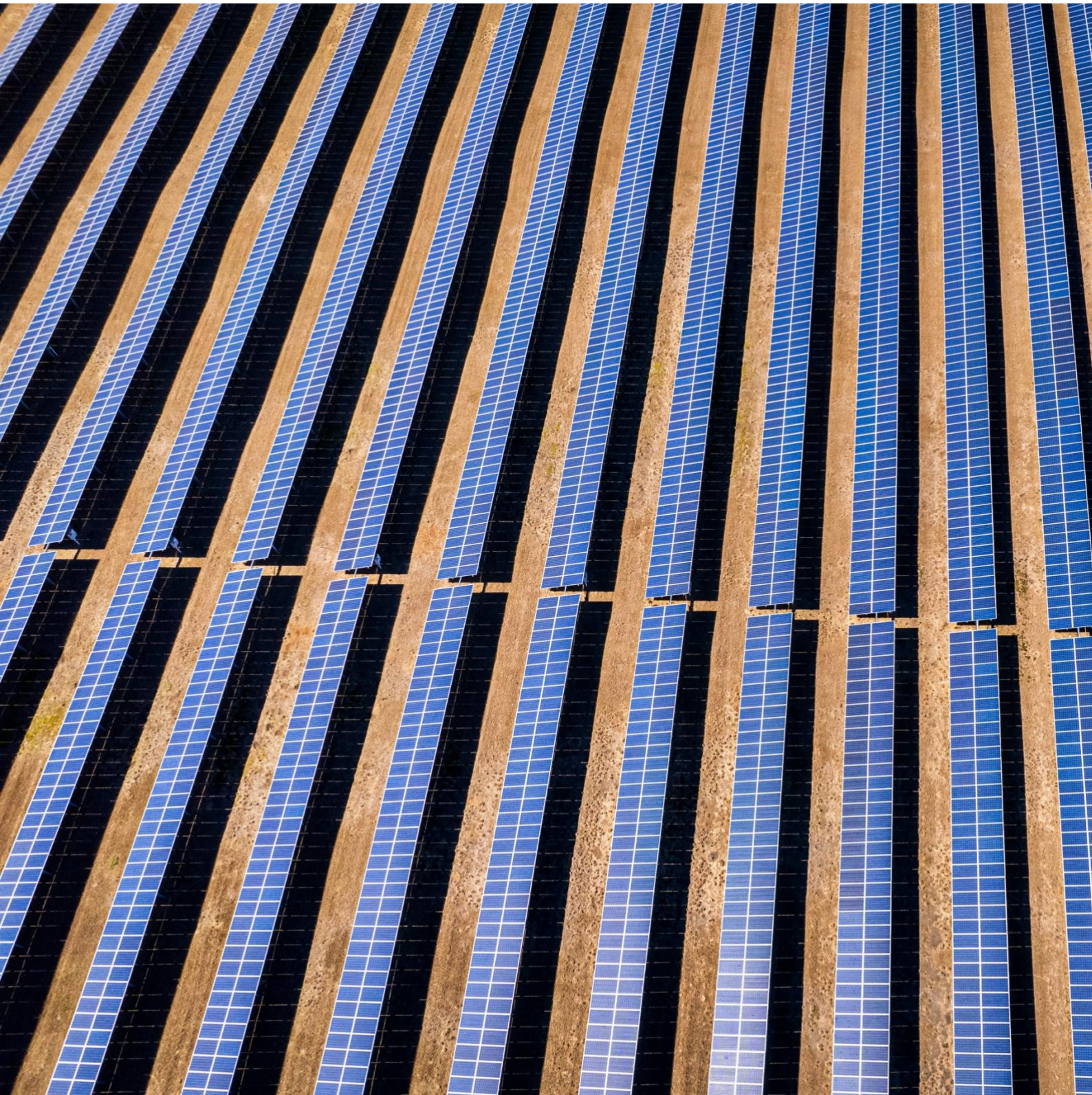


Solar Stewardship Initiative Principles



1 Mission and Objectives

The Solar Stewardship Initiative ("**SSI**") is an initiative launched and coordinated under the stewardship of EPIA SolarPower Europe. The SSI may later be incorporated into, and coordinated by, a separate legal entity.

The purpose of the SSI is to work collaboratively with manufacturers, developers, installers and purchasers across the global solar value chain to foster responsible production, sourcing and stewardship of materials.

SSI's mission is to:

- 1.1 Ensure the energy transition is just, inclusive and respects human rights.
- 1.2 Establish mechanisms to create supply-chain transparency, ensuring integrity in the global solar industry.
- 1.3 Enable continuous improvement of environmental, social and governance (ESG) performance.
- 1.4 Prepare the industry for relevant upcoming laws and regulations on ESG, transparency and responsible supply chains.
- 1.5 Build the confidence of regulators, customers and business partners in the sustainability of the solar value chain.

2 SSI Principles

The present agreement (the "**SSI Principles**") defines the modalities for joining the SSI, as well as the rights and obligations of the members adhering to the SSI Principles (hereinafter the "**SSI Members**").

By signing the SSI Principles, the SSI Member accepts the terms of membership as further set out in the Annexes to the SSI Principles, and commits to:

- 2.1 Conduct its operations in compliance with all applicable laws and regulations. If national law conflicts with the regulations set out in the SSI standard, as attached in [Annex 3](#), as updated and supplemented from time to time (the "**Standards**"), the SSI Member will seek ways to meet the higher requirement, where possible.
- 2.2 Respect human rights in its operations and commit to implement enhanced due diligence when sourcing raw materials from high risk and conflict areas.
- 2.3 Apply the Standards in its operations and encourage adoption of the Standards along its supply chain.
- 2.4 Where applicable, complete an assessment of its performance measured against the Standards for at least two (2) production sites (where applicable) within 12 months of signing this document and commit to continuously expand this scope to more sites.
- 2.5 Not make any misleading or unsubstantiated claims, statements or reports about being certified against the Standards until confirmed, and in accordance with the SSI claims guide as attached in [Annex 4](#) (the "**Claims Guide**").
- 2.6 After being certified in accordance with the Annexes to the SSI Principles, and where applicable, continue to comply with the Standards and continuously improve its performance against all



provisions through regular assessments and reporting mechanisms, and communicate progress to the SSI Secretariat and other stakeholders.

3 SSI Membership

In order to become and continue to be a SSI Member, the candidate SSI Member must:

- Undergo the preliminary due diligence check (as set out in Section 4 below);
- Pay the membership fee as set out in [Annex \[2\]](#);
- Sign and continue to respect the SSI Principles;

Upon admission to the SSI membership, the SSI Member will benefit from the benefits provided for in [Annex \[2\]](#).

4 Due Diligence Evaluation

Prior to confirming SSI membership, the SSI Secretariat will conduct or have conducted a due diligence evaluation to confirm that the candidate SSI Member is not directly or indirectly involved in any unacceptable activities such as:

- 4.1 Illegal activities.
- 4.2 Environmental negligence.
- 4.3 Violation of human rights.

5 Updates of the Standards

The Parties acknowledge that the Standards may be amended or supplemented from time to time. Any such amendment or supplement will be communicated to the SSI Members. Unless a SSI Member notifies the SSI Secretariat within [*] days following such communication in writing, such SSI Member shall be deemed to have accepted the amended Standards. If the SSI Member notifies the SSI Secretariat that it does not accept the amended Standards, such SSI Member shall no longer be considered as certified under the Standards and shall refrain from referring to its prior certification status or otherwise using the SSI trademark.

6 Breaches of the SSI Principles

- 6.1 Any stakeholder of SSI can file a formal complaint with the SSI Secretariat against a SSI Member, or against any individual associated with the SSI Member, that is suspected of breaching the SSI Principles.
- 6.2 The SSI Board shall have the right to suspend or terminate a SSI Member's membership and the associated rights and benefits, if a breach of the SSI Principles is established.



7 Confidentiality

For the purpose of the SSI Principles, “**Confidential Information**” shall mean any information that the SSI Member receives or has access to in the context of the SSI and the SSI Principles, and any information of a confidential nature that is disclosed by a SSI Member (the “**Disclosing Party**”) to the SSI Member in the context of the SSI, including any studies, reports, protocols or deliverables performed or provided by a SSI Member in relation to the SSI. Confidential Information will not include information that:

- 7.1 Is, at the time of the disclosure thereof or thereafter becomes, through no act or failure to act on the part of the SSI Member or another SSI Member, generally known or readily ascertainable through proper means to persons knowledgeable in the relevant industry;
- 7.2 Was lawfully acquired or in the possession of the SSI Member by proper means, on a non-confidential basis, without restriction as to use or disclosure before receiving such information from the Disclosing Party;
- 7.3 Becomes available to the SSI Member on a non-confidential basis from a source other than the Disclosing Party provided that such source is not bound by a confidentiality agreement or otherwise prohibited from disclosing such information to the SSI Member by a contractual, legal or fiduciary obligation; or
- 7.4 Was independently developed by the SSI Member without use of the Disclosing Party’s Confidential Information.

The SSI Member agrees: (a) to hold all Confidential Information in strict confidence; (b) not to disclose, divulge, reveal, report, publish, transfer or otherwise communicate (or authorize any such communication of) such Confidential Information to any third parties; (c) not to use any Confidential Information for any purpose other than its participation in the SSI; and (d) not to use such Confidential Information for its own benefit or the benefit of any other person or entity, or use such Confidential Information to the detriment of the Disclosing Party. The SSI Member may disclose Confidential Information to its representatives which are officers, employees, consultants, advisors (“**Representatives**”), and its Affiliates including their Representatives, with a bona fide need to know, but only to the extent reasonably necessary to participate in the SSI.

For the purpose of the SSI Principles, “**Affiliate**” means any entity or person directly or indirectly controlling a SSI Member, and any entity or person directly or indirectly controlled by a SSI Member and/or any third party acting on that SSI Member’s behalf. The SSI Member shall ensure that its Affiliates and Representatives shall adhere to the SSI Principles and the SSI Member shall be fully liable for any breach of the SSI Principles by its Affiliates or Representatives.

The obligations included in this Clause shall apply for the duration of the SSI Member’s SSI Membership to the SSI and a period of [5 years] thereafter, and shall survive any termination of the SSI Principles unimpaired.

8 Antitrust

SSI Members undertake to fully comply with all applicable laws, including antitrust and competition laws in relation to the SSI.

Without limiting the scope of the foregoing, the SSI Members commit in particular to the following:



- 8.1. SSI's mission is to further develop a responsible, transparent and sustainable solar value chain and it does not engage with matters relating to the SSI Members' commercial strategy, such as pricing, terms or conditions of sale, production or sales levels, salaries, customers or suppliers. No recommendations of any kind related to the SSI Members' commercial strategy shall be made in the context of the SSI.
- 8.2. The SSI Members are fully aware of the concerns, under applicable competition laws, raised by the exchange of competitively sensitive information, including, but not limited to, (i) current or future pricing or costs, (ii) supply requirements, (iii) strategies or policies related to purchasing, costs, new products, markets, or competition; (iv) analyses or formulas used to determine costs, prices, output, or (v) information on actual and potential trading partners. The SSI Members anticipate that no such competitively sensitive information is required to be exchanged in the context of the SSI. If, however, it would appear that the exchange of any such information between the SSI Members would be indispensable, the exchange shall at all times be strictly limited to such information that is necessary and proportionate to pursue the mission of the SSI and the SSI Members shall establish in advance appropriate safeguards for the sharing of such information, in order to ensure compliance with competition laws.
- 8.3. The SSI Members agree that any meeting in the context of the Solar Stewardship Initiative shall be held in compliance with best practices for meetings with competitors. SSI Members should not hesitate to voice any concerns they may have regarding the conduct of others at meetings that are convened in the context of the SSI.
- 8.4. Participation in the SSI is on a voluntary and non-exclusive basis. SSI Members remain free to operate other facilities or offer other products, which do not comply with the requirements mentioned in the Standard. Participants furthermore remain free to apply higher sustainability standards than the Standard.

9 Annex List

The following documents are hereby attached and constitute an integral part of this agreement. Annexes 3 to 9 are attached as separate documents:

- Legal Notice
- SSI Membership structure and benefits
- SSI Standard
- SSI Claims Guide
- SSI Governance Terms of Reference
- SSI Complaints & Appeals Mechanism
- SSI Recognition Process
- SSI Assurance Manual
- SSI Assessment Body Approval



Signed by means of an electronic signature in accordance with EU Regulation No 910/2014.

[Company name]

SolarPower Europe

Name:

Title:

Date:

Name:

Title:

Date: