



FranklinWH Modern Slavery Statement

This Modern Slavery Statement is made pursuant to section 16 of the Modern Slavery Act 2018 (Cth). It outlines the actions taken by FranklinWH Australia Pty Ltd, ABN 26 667 383 226 to assess and address the risks of modern slavery in our operations and supply chains.

This Statement was approved by the Board of FranklinWH Australia Pty Ltd on 25 June 2025 and is signed by an authorised officer.

This statement is made by FranklinWH Australia Pty Ltd, a wholly owned subsidiary of FranklinWH Energy Storage Inc., which is headquartered in the United States. FranklinWH Australia operates as the exclusive distributor and service partner for FranklinWH products in Australia.

FranklinWH expects all suppliers, hereafter referred to as the Contractor, including subcontractors and sub-suppliers, to comply with the following social responsibility standards. Suppliers must promptly notify FranklinWH of any other suppliers or subcontractors they work with. FranklinWH reserves the right to conduct unannounced inspections at the supplier's production site to verify compliance with these requirements. The supplier must promptly rectify any non-compliance issues and inform FranklinWH of the corrective actions taken.

1. Child Labor: The Contractor shall comply with all applicable laws and regulations regarding child labor and adhere to the minimum age requirements stipulated by local law and International Labor Organization (ILO) standards. Immediate corrective actions must be implemented in the event of any instance of child labor. Under no circumstances shall the Contractor assign tasks to children that pose undue physical risks, endangering their physical, mental, or emotional well-being, or disrupt their educational or developmental needs.

2. Human Trafficking and Forced or Compulsory Labor Clause: The Contractor shall ensure the prohibition of all forms of human trafficking and forced labor within its operations. It is strictly prohibited to engage in, support, or benefit from human trafficking, whether directly or indirectly, through subcontractors or suppliers. Employment relationships must be based on free choice and shall not involve any form of forced or custodial labor. Additionally, it is strictly prohibited the use of corporal punishment or the threat of violence, as well as any other forms of physical, sexual, psychological, or verbal abuse, as a means of discipline or control. This prohibition extends to various forms of forced labor, including but not limited to prison labor, indentured labor, and bonded labor.

3. Conflict Minerals: The Contractor is required to strictly prohibit the use of Conflict Minerals within the supply chain and ensure that all products are free from Conflict Minerals, as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"). These Conflict Minerals encompass tin, tantalum, tungsten, and gold acquired from the "Conflict Region" of the Democratic Republic of Congo and its neighboring areas. It is imperative for the Contractor to meticulously verify that the components supplied to FranklinWH are devoid of these materials. Furthermore, the Contractor is obligated to furnish accurate information regarding their products, facilitating the determination of material origin with reasonable assurance of conflict-free sourcing. In compliance with these standards, the Contractor must also fully cooperate with FranklinWH's inquiries on these issues.

4. Health and Safety

4.1 The Contractor shall abide by laws and regulations, create a working environment in which employees and business partners feel valued and respected for their contributions, ensure their health and safety, prohibit all forms of discrimination, harassment, intimidation, attack or abuse, shall take appropriate measures to minimize potential hazards in the working environment where possible.

4.2 The Contractor shall provide an accident-free working environment, prevent occupational injuries and illnesses, and implement management systems to identify, assess, and control hazards and mitigate risks associated with its specific industry.

4.3 The contractor shall comply to all relevant health and safety regulations and ensure that workers receive adequate training concerning hazardous substances they may encounter, as well as other pertinent health and safety information.

4.4 The Contractor is required to provide employees with sanitary facilities, including clean toilets, potable drinking water, and hygienic rest areas. If the Contractor operates a dormitory and canteen, it must ensure that these facilities comply with applicable regulations.

4.5 The Contractor shall provide appropriate personal protective devices for its employees. If an employee gets injured at work, the Company shall provide first aid and assist the worker in obtaining subsequent treatment.

4.6 The Contractor shall conduct a thorough risk assessment of the workplace for all pregnant and nursing women and take all necessary and reasonable measures to eliminate or minimize any potential risks to their health and safety.

4.7 All personnel shall have the right to leave imminent serious danger, even without the company's permission.

5. Trade Union and Collective Bargaining: The contracting party shall ensure that all

employees have the right to freely organize, participate in trade unions, and engage in collective bargaining. Appropriate channels for addressing employee grievances shall be available, and such grievances shall be properly handled.

6. Discrimination: The Contractor shall ensure that terms and conditions of employment are based on personal qualifications, skills, work abilities, and experience, rather than on personal characteristics or beliefs. Employees should not face discrimination based on race, color, nationality, gender, religion, or disability, among others. Fair treatment of employees, including wages, working hours, benefits, and compliance with legal requirements, must be maintained at all times.

7. Punitive measures: The contracting party shall ensure not to engage in or support physical punishment, mental or physical coercion, and verbal abuse.

8. Working hours and overtime hours: The Contractor shall ensure compliance with the statutory working hours requirements.

9. Wages, Remuneration, and Benefits: The Contractor shall ensure the payment of at least the minimum wage stipulated by local laws, encompassing legal wages, allowances, and benefits. Furthermore, the Contractor shall ensure compliance with all statutory welfare requirements, including but not limited to sick leave, maternity leave, paid leave, bereavement leave, public holidays, and social security. Furthermore, the Contractor shall ensure compliance with all legally mandated insurances, including but not limited to pension insurance, medical insurance, work-related injury insurance, maternity insurance, and any other insurance required by law.

10.EnvironmentalProtection

10.1 Environmental Permits and reporting: The Contractor shall obtain and maintain all environmental permits, approval instruments and registration certificates, as well as comply with the operational and reporting requirements of the permits.

10.2 Prevention of pollution and conservation of resources: The Contractor shall pay attention to protecting the environment when conducting business and comply with all applicable environmental laws and regulations, and shall reduce and eliminate all types of consumption at the source or through practices (such as improving production, processes or equipment) (including water and energy), reduce pollution sources and control pollution.

10.3 Pollutant discharge: Wastewater, waste gas, noise, solid waste, etc., shall be monitored and treated by the Contractor before discharge, and shall ensure that the discharge complies with the requirements of laws and regulations.

10.4 Control of Hazardous Substances in Products: The Contractor shall comply with all applicable laws and regulations regarding the prohibition or restriction of specific substances, including labelling for recycling or disposal.

10.5 The Contractor shall develop counter measures for environmental emergencies /accidents.

11.Code of Ethics

11.1 Integrity in Business Operations: All commercial activities of the contracting party shall adhere to the highest standards of integrity, prohibiting any forms of corruption, extortion, bribery, kickbacks, misappropriation of public funds, and similar acts.

11.2 No improper gain: The Contractor shall not provide or accept bribes or other forms of improper gain in all commercial activities or external contacts, including but not limited to contact with government departments, order negotiation with customer business representatives, customer QC inspection, third-party product inspection, and audit.

11.3 Information disclosure: The Contractor shall disclose information about its business activities, organizational structure, financial position, and performance by applicable regulations and crucial industry practices.

11.4 Intellectual Property Rights: The Contractor shall respect intellectual property rights and properly protect intellectual property rights in the transfer of technology and production experience.

11.5 Fair dealing, advertising, and competition: The Contractor shall establish standards for fair dealing, advertising, and competition and establish measures to protect customer information.

11.6 Confidentiality of Identity: The contracting parties shall safeguard the confidentiality of suppliers and employee whistleblowers and ensure the secrecy of their identities.

11.7 Accounting Manage: The Contractor shall maintain accurate financial books and business records by all applicable legal and regulatory requirements and accepted accounting practices.

12. Sub-tier Suppliers Compliance: Information on all subcontractors and sub-tier suppliers shall be disclosed to FranklinWH when necessary. In addition, the Contractor is Responsible for ensuring that each subcontractor and supplier in its supply chain complies with the contents of this commitment letter, conducts appropriate supervision, and retains necessary information to demonstrate supervision. When needed, the Contractor shall provide such documents upon the request of FranklinWH. The Contractor party shall seal this commitment, and it shall come into force subsequently, subject to the consent of FranklinWH for any alterations. The effectiveness of this undertaking shall not be affected by internal changes of the Contractor.

Company Name : FranklinWH Australia Pty Ltd, ABN 26 667 383 226

Signature: 
STEVE RUSKIN

Position: General Manager

Date: 25/06/2025