

STARCHARGE ENERGY OCEANIA GROUP PTY LTD

Modern Slavery Statement

STARCHARGE ENERGY OCEANIA GROUP PTY LTD

Introduction:

This statement is made voluntarily by STARCHARGE ENERGY OCEANIA GROUP PTY LTD to outline our commitment to preventing modern slavery and human trafficking across our business and supply chains. We recognize our responsibility as a corporate citizen to ensure ethical practices and respect for human rights in all our operations.

In accordance with section 16 of the *Modern Slavery Act 2018* (Cth), this statement issued for the reporting period of FY26:

1. Identifies and describes the structure, operations and supply chain of Starcharge Energy Oceania Group Pty Ltd;
2. Describes the risks of modern slavery practices in the operations and supply chains of Starcharge Energy Oceania Group Pty Ltd;
3. Describes the actions taken by Starcharge Energy Oceania Group Pty Ltd to address such modern slavery risks, including due diligence and remediation processes;
4. Describes how Starcharge Energy Oceania Group Pty Ltd assesses the effectiveness of such actions;
5. (if applicable) includes any other information that Starcharge Energy Oceania Group Pty Ltd considers relevant.

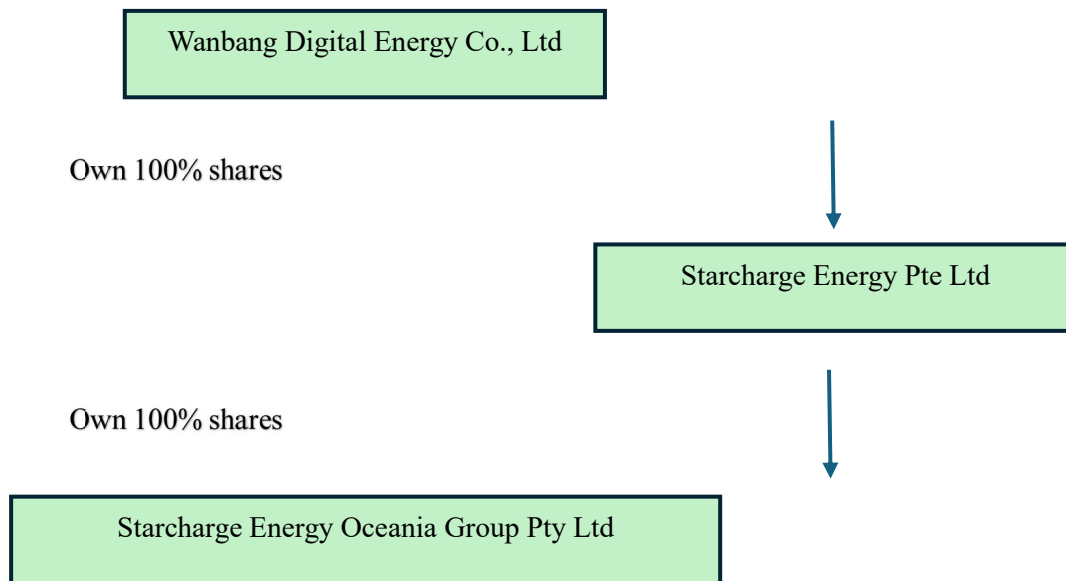
The term ‘modern slavery’ is defined in section 4 of the *Modern Slavery Act 2018* (Cth), and is used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. The Act defines modern slavery as including eight types of serious exploitation: trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage, the worst forms of child labour, and deceptive recruiting for labour or services.

1. Organizational Structure and Operations

STARCHARGE ENERGY OCEANIA GROUP PTY LTD is registered at 117 BRIDGE ROAD, RYDE NSW 2112, with the Australian Company Number (ACN) 677060687. The company is a wholly owned subsidiary of Starcharge Energy Pte. Ltd., which is headquartered in Singapore. We do not own or control any other entities.

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• **Ownership Structure:**



- **Operations & Team:** Our operations are strictly focused on the sale of electric vehicle (EV) charging stations within the Australian market. We do not engage in investment or financial activities, nor do we own or operate any manufacturing facilities. Our business is supported by a dedicated team of four employees—comprising a Regional Vice President for the Asia-Pacific Region, a Regional Sales Manager, a Business Development Manager, and a Sales Support Executive—operating without formal departmental divisions.

2. Supply Chains

Our Products are marketed under the StarCharge brand and we do not manufacture our own products. We rely on long-standing and stable relationships with external suppliers.

- ♦ **Product Sourcing:** Our products are sourced entirely from China, with our primary supplier being Wanbang Digital Energy Co., Ltd.
- ♦ **Australian Services Providers:**

Company Name	Service Type	Address
AI STAR PTY LTD	Installation Commissioning Mantainence Warehouse Spareparts management human resource	SUITE 403 LEVEL 4 65 YORK STREET, SYDNEY New South Wales 2000
AUSTRALIAN DEEP ENERGY PTY LTD	Installation Commissioning Mantainence	Level 7,154 Melbourne Street South Brisbane QLD 4101
Everon Energy	Installation Commissioning	111A Junction Rd, Wahroonga 2076 NSW

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Service Pty Ltd	Maintenance	
SSEC Consulting Ltd.	Installation Commissioning Maintenance Spare parts management human resource	29 Taylforth close, Merseyside, L9 2DP, UK

3. Risks of Modern Slavery Practices

Given that our direct Australian operations are small-scale and strictly administrative and sales-focused, the risk of modern slavery within our direct workforce is inherently low.

However, we recognize that the primary risks of modern slavery and human trafficking reside within our supply chain—specifically in the manufacturing of electronic components, the upstream extraction of raw materials, and potentially within outsourced local services. To mitigate these risks, we rely heavily on the rigorous compliance frameworks enforced by Wanbang Digital Energy Co., Ltd.

4. Actions Taken to Assess and Address Risks

To address modern slavery risks, our primary supplier, Wanbang Digital Energy Co., Ltd., has implemented a comprehensive Social Responsibility Management System and a strict Supplier Code of Conduct.

The following critical mandates are enforced throughout our supply chain:

- **Prohibition of Forced Labor:** The use of slave labor, modern slavery, forced labor, indentured labor, or trafficked persons is strictly prohibited. Suppliers are forbidden from using violence, physical punishment, or threats, and cannot restrict workers' personal freedom or withhold identity documents. See Appendix 1: WBGJ-SC-002 Compliance Manual for Forced Labor
- **Child Labor and Underage Workers:** Employment of child labor is strictly forbidden. Rigorous age verification is required during recruitment, and workers under 18 years of age are prohibited from engaging in work that could endanger their health or safety.
- **Working Hours and Fair Compensation:** The standard workweek must not exceed 40 hours, with a mandatory minimum of two days off every seven days. All overtime must be completely voluntary. Employees are provided with fair compensation that meets or exceeds local minimum wage standards, with premium pay rates of 150%, 200%, and 300% for overtime on normal workdays, rest days, and statutory holidays, respectively.
- **Freedom of Association:** Employees' rights to voluntarily form and join trade unions, engage in collective bargaining, and communicate openly with management without fear of retaliation are respected.
- **Responsible Sourcing of Minerals:** Due diligence is conducted on the source and chain of custody of minerals such as tantalum, tin, tungsten, gold, cobalt, and mica used in products. This ensures that raw materials do not originate from high-risk regions or armed groups involved in human rights abuse, forced labor, or the worst forms of child labor.

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- **Whistleblower Protection:** Secure and anonymous communication channels are established to allow employees and suppliers to report compliance violations or concerns. Retaliation against whistleblowers is strictly prohibited, ensuring individuals can raise concerns safely. See Appendix 2: Whistleblower policy

5. Assessing the Effectiveness of Actions To ensure these policies are effective and adhered to, our supply chain is monitored through several mechanisms:

- **Business Process and Governance:** Establishes policies and structures that guide our approach, emphasizing oversight and clear accountability.
- **Operations:** Assesses internal practices and the effectiveness of risk management in day-to-day activities.
- **Supplier Audits:** Wanbang Digital Energy Co., Ltd. reserves the right to conduct on-site audits of supplier facilities to evaluate compliance with the Code of Conduct and social responsibility standards.
- **Commitment Signatures:** Suppliers and subcontractors are required to formally sign a Social Responsibility Commitment to confirm their compliance with these mandatory standards.
- **Grievance Mechanisms:** Robust, confidential reporting channels are maintained to allow employees, suppliers, and stakeholders to raise concerns or report violations anonymously and without fear of retaliation. These channels include dedicated email addresses (compliance.group@wbstar.com) and direct phone lines.
- **External Review:** Starcharge Energy Oceania Group Pty Ltd will visit the factories of our supply chain time to time to ensure the related risks are eliminated and ask our suppliers to provide annual report to confirm the above-mentioned actions are well implemented.

6. Consultation and Approval

As Starcharge Energy Oceania Group Pty Ltd does not own or control any other entities, we did not consult with any subordinate entities in the preparation of this statement.

This statement constitutes our voluntary Modern Slavery Statement.

Approved by the Board of Directors



Dukjun Choi

Director, STARCHARGE ENERGY OCEANIA GROUP PTY LTD

Date: 3/18/2026

Appendix 1: Compliance Manual for Forced Labor

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1. Preamble

The protection of human rights and fundamental freedoms is a top priority for Starcharge Energy Pte. Ltd. and its affiliates (“**Starcharge**”) and is codified and enforced through the company’s Code of Conduct. Starcharge has zero tolerance for any form of exploiting child labor and forced labor.

2. Introduction

According to the International Labor Organization Convention No. 29 (1930), forced labor is “all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.

In essence, persons are in a forced labor situation if they enter work or service against their freedom of choice, and cannot leave it without penalty or the threat of penalty. This does not have to be physical punishment or constraint.

Approximately 218 million children between the ages of 5 and 17 are in employment worldwide. Of these, some 152 million work under conditions that violate their rights and deprive them of their childhood. It is estimated that 12 million people worldwide, half of whom are children, are forced to perform work that they would not otherwise engage in voluntarily under the threat of punishment.

The elimination of child labor and forced labor is a central challenge for the international community and is promoted by international organizations such as the United Nations. Nonetheless, due to the lack of comprehensive national and international mechanisms, the massive violation and curtailment of elementary human rights cannot be prevented. As an international group, Starcharge takes an active stand against child labor and forced labor.

The **Starcharge Forced Labor Policy** unconditionally prohibits and condemns both child labor and forced labor and at the same time contains procedural rules for addressing instances of child or forced labor.

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3. The Corporate Commitment

Starcharge is committed to compliance with all laws, regulations, and international conventions that prohibit the exploitation of child labor and forced labor, including U.S. import laws and regulations that prohibit importing goods produced or manufactured, wholly or in part, by convicts, indentured, or forced labor, which includes forced or indentured child labor ("**forced labor**").

The executives, directors and senior management are fully committed to ensuring that the Company sources its supplies, materials, articles, and components, in compliance with all laws and in a socially responsible manner. In furtherance of this commitment, the Company will ensure that sufficient resources are provided for the maintenance of internal controls and procedures to implement this policy. The Company's management will also ensure that the Company's employees receive sufficient training, appropriate to their responsibilities, to enable them to fulfill their obligations in accordance with this policy. The Company will also endeavor to provide training on forced labor prohibitions to its direct suppliers, and, to the extent possible, to suppliers beyond the first tier in the supply chain.

4. Application of the Policy

4.1 Starcharge Energy Pte. Ltd.

This Policy applies to Starcharge Energy Pte. Ltd. and all its affiliates. Compliance is mandatory for all employees, including directors, executives, and senior management

4.2 Business Partners

The Forced Labor Policy is mandatory for companies that currently do business with Starcharge. Acceptance of Starcharge Forced Labor Policy by potential business partners is also a mandatory prerequisite for entering into new business relationships. Starcharge expects its business partners to fulfill their duty of

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care and obliges them to advise subcontractors and subsuppliers on their obligation to comply with the Starcharge Forced Labor Policy. The duties and obligations arising from the policy apply to all employees of our suppliers, whether they are directly, indirectly, permanent or so-called homeworkers suppliers must inform their employees of their rights and obligation under the policy and applicable domestic law in an appropriate manner. They must also designate a company representative to oversee compliance with the requirements contained in this policy. The name of this company representative, who will be the point of contact for Starcharge, must be communicated to Starcharge.

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5. Child Labor and Forced Labor

5.1 Forced Labor

According to the International Labor Organization Convention No. 29 (1930), forced labor is “all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily¹ .

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In essence, persons are in a forced labor situation if they enter work or service against their freedom of choice, and cannot leave it without penalty or the threat of penalty. This does not have to be physical punishment or constraint.

1.1 The Key Elements of the Definitions

All work or service: This includes all types of work, service and employment, regardless of the industry, sector or occupation within which it is found, and encompasses legal and formal employment as well as illegal and informal employment.

Any person: This refers to adults as well as children, regardless of their nationality; it is considered irrelevant whether the person is a national of the country in which the forced labor case has been identified.

Menace of any penalty: This can refer to criminal sanctions as well as various forms of coercion such as threats, violence, the retention of identity documents, confinement, or non-payment of wages. The penalty may also take the form of a loss of rights or privileges.

Voluntary: This refers to workers' consent to enter into employment and to their freedom to leave the employment at any time, with reasonable notice in accordance with national law or collective agreements.

5.2 Different Forms of Forced Labor

Debt-induced forced labor: Commonly referred to as “bonded labor” in South Asia, where the practice is most common, but also widely known as “debt bondage”. This involves the taking of a loan or wage advance by a worker from an employer or labor recruiter, in return for which the worker pledges his or her labor and sometimes that of family members in order to repay the loan. The terms of the loan or work, however, may be such that the worker is trapped for years without being able to pay back the loan.

Forced labor in prisons: Labor exacted from prison workers is not generally considered forced labor under international law. However, involuntary work performed by prisoners who have not been convicted in a court of law and whose work is not supervised by a public authority is considered forced labor. Similarly,

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involuntary work performed by a prisoner for the benefit of a private undertaking is also considered forced labor

Human trafficking for the purpose of forced labor: Trafficking in persons has become a truly global enterprise. It is often linked to organized crime and involves deceptive recruitment, racketeering and blackmailing to obtain a cut of migrant workers' earnings.

Coercion in employment: This refers to the many forms of deception and coercion in employment that can amount to forced labor specific circumstances. Withholding or non-payment of wages, the retention of identity documents, and induced indebtedness are some examples of such coercion.

Forced labor linked to exploitative labor contract systems: This can be found almost everywhere in the world today. For example, migrant workers can find themselves "bonded" to a labor contractor because excessive fees have been charged and with limited if any possibilities to change the employer once they arrive in the destination country.

5.3 Child Labor

The term "child labor" is often defined as "work that deprives children of their childhood, their potential their dignity, and that is harmful to physical and mental development. It refers to work that (1) is mentally, physically, socially or morally dangerous and harmful to children and/or (2) interferes with their schooling by depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work."

Whether or not particular forms of "work" can be called "child labor" depends on the child's age, the type and hours of work performed, the conditions under which it is performed and the objectives pursued by individual countries. The answer varies from country to country, as well as among sectors within countries.

The worst forms of child labor involve children being enslaved, separated from their families, exposed to serious hazards and illnesses and/or left to fend for themselves on the streets of large cities – often at a very early age.

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6. Prohibition of Child Labor and Forced Labor

Starcharge is an international corporation that takes an active stand against all forms of child labor and forced labor and has accepted responsibility for setting minimum standards for itself and its business partners in order to achieve the minimum level of protection agreed at the international level. Starcharge strictly prohibits the use of child labor and forced labor and expects the same of its business partners. The freedom of workers may not be restricted and must be ensured at all times. Through compliance with the Starcharge Forced Labor Policy and laws of countries or regions in which Starcharge conduct its business.

Starcharge sets an age limit to prevent the employment of children who are too young. Both international standards of the ILO, the age limits imposed by the laws of the People's Republic of China, and other countries or regions Starcharge conducts its business are taken as the basis. In keeping with ILO Convention 138, employment of children who are under 15 years of age and have not completed compulsory schooling is not allowed.

The Starcharge Forced Labor Policy provides the basis for collaboration with all suppliers. They prohibit child labor and provide information on minimum criteria for employment. In the event of any failure to comply with the policy, Starcharge will require that the situation be remedied as quickly as possible. Shall the business partners fail to remedy the violation, Starcharge would terminate the cooperation with violating partner through a contractual clause.

7. Forced Labor Prevention Principles

Company ensures its compliance with the forced labor laws according to the following principles:

1. Have a clear and transparent company policy, setting out the measures taken to prevent forced labor and trafficking. Clarify that the policy applies to organization-wide involvement in a company's product and supply chains;

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2. Train Human Resources, compliance officers, and auditors in means to identify forced labor in practice, and seek appropriate remedies;
3. Provide regular information to shareholders and potential investors, attracting them to products and services where there is a clear and sustainable commitment to ethical business practices including prevention of forced labor;
4. Promote agreements and codes of conduct by the industrial sector, identifying the areas where there is a risk of forced labor, and take appropriate remedial measures;
5. Ensure that all workers have written contracts, in language that they can easily understand, specifying their rights with regard to payment of wages, overtime, retention of identity documents, and other issues related to preventing forced labor;

8. Forced Labor Due Diligence

Company is also committed to conducting its import, export, and manufacturing operations in a socially responsible manner. As part of this commitment, the Company will conduct due diligence regarding its supply chain to ensure that it does not use any supplies, components, and articles that are produced, mined, or manufactured using forced labor, including child labor.

8.1 Engage Stakeholders and Partners

Company Forced Labor Due diligence includes identifying and engaging with stakeholders. Stakeholders may include individuals and communities affected by the operations and practices of the Company, including those who work for suppliers throughout the supply chain.

Company is committed to engaging with suppliers involved directly in the production of goods that will be imported into the United States and either working through those suppliers to engage or engage directly,

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with producers of raw materials and components used in the imported goods to assess and address forced labor risk.

8.2 Assess Risk and Impacts

Company will conduct forced labor risk assessments by the Legal Department and Purchasing Department to identify those places in supply chains where goods or materials are at risk of being made wholly or in part with forced labor. To conduct a forced labor risk assessment, importers must map supply chains for their imported goods and then identify steps at risk of using forced labor.

In making a forced labor risk assessment, factors to consider include, but are not limited to:

1. Origin of imported goods and any raw materials or components in the imported good;
2. Locations and identities of entities in the supply chain;
3. Business relationships among entities in the supply chain;
4. Use of publicly available datasets to estimate the probability that raw materials or components associate with questionable entities; and

8.3 Auditing

Allowing Company to conduct audits of suppliers, vendors, and other business partners' operation is a pre-condition for entering into a contractual relationship. Company may conduct the audit by Company's personnel (Legal Department) or by an independent third party.

8.4 Compliance via Contractual Clause

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It is Company's standard practice to include Forced Labor Prevention Clause into its supply contract. Please see **Annex I** for details.

8.5 Further Assurance from the Supplier

Company will require our suppliers to agree in writing to adhere to our Supplier Code of Conduct, which requires our suppliers to:

1. ensure that neither they nor their sub-contractors or other supply chain business partners use forced labor at any point in the production process;
2. maintain a reliable system to verify the eligibility of all workers, including age eligibility and the legal status of foreign workers; and
3. promptly report to us any violation of our Supplier Code of Conduct that the supplier becomes aware of, including the use of forced labor at any point in their supply chain.

Supplier Code of Conduct can be found in **Annex II**.

9. Compliance Monitoring

Company will monitor supplier compliance through a creditable audit, such audit can be done by Company personnel or an independent third party, elements included in such audit are:

1. unannounced arrival at the worksite and at a time when the workforce, especially workers at risk of forced labor, are likely to be present;
2. the examination of ILO indicators of forced labor, in particular, those described in Section II²;

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3. worker, management, and labor broker or recruiter interviews completed in the interviewee's native language and free of employer or government intimidation;
4. unrestricted access to the worksite and any associated locations, such as cafeterias and dormitories, to observe conditions; and
5. review of documents and other information to provide additional proof of compliance and to identify or corroborate discrepancies in the information and observations of the worksite and associated facilities.

10. *Training*

Senior Management will ensure that all Company employees with corporate social responsibilities and responsibilities relating to the supply chain, including the acquisition and importation of merchandise from foreign suppliers, receive sufficient training to carry out this policy and ensure that the Company does not knowingly purchase or import any merchandise made wholly or in part by forced labor. Personnel receiving this training will include, but are not necessarily limited to, employees in our Purchasing Department, as well as buying agents engaged by the Company.

The Company will also endeavor to provide training on forced labor prohibitions to its direct suppliers and, to the extent possible, to suppliers beyond the first tier in the supply chain.

Our Compliance and Legal Department is responsible for coordinating and conducting this training.

11. *Distribution*

The Human Resources Department will provide all new employees with a copy of this policy as part of their orientation materials. The Compliance and Legal Department will distribute this policy to all employees on an annual basis, or as otherwise directed by the Company's Chief Operation Officer.

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12. Conclusion

Company is deeply committed to combating forced labor, ensuring its supply chain remains free and clear of these illicit goods. Manufacturing products made of materials, articles, and components using forced labor is an affront to our company values. Prohibitions on the incorporation of materials, articles, and components manufactured or mined by forced labor are the standard practice of the company.

Annex I. General Contract Clauses: Forced Labor Covenant

1. Forced Labor.

1.1 Seller shall not, and shall ensure that its suppliers, subcontractors, and other business partners involved in the mining, production, or manufacturing of the Goods ("Subcontractors") do not, use any form of the convict, indentured, or forced labor, including forced or indentured child labor ("Forced Labor") at any stage of the mining, production, or manufacturing process for the Goods or any of its components. Seller shall, and shall ensure that its Subcontractors, comply with Buyer's Supplier Code of Conduct/ [OTHER DOCUMENT, a copy of which will be attached to this Agreement.

1.2 Seller agrees to provide a certificate in form and substance satisfactory to Buyer, signed by Seller's duly authorized representative, certifying that Forced Labor was not used at any stage of the mining, production, or manufacturing process for the Goods or any of its components. Upon Buyer's request, Seller shall also obtain such certificates from its Subcontractors and provide a copy of such certificates to Buyer.

1.3 In addition to any other audit rights provided in this Agreement, Buyer or its third-party auditor has the right to conduct announced or unannounced on-site inspections of Seller's facilities and any other facilities used in connection with the mining, production, or manufacture of the Goods and audit all pertinent books and records to (a) verify Seller's compliance with Section 1.1, or (b) conduct an investigation into the suspected use of Forced Labor by Seller or any of its Subcontractors. Seller shall provide Buyer or its au access to all of Seller's and its Subcontractors' facilities and books and records necessary to conduct such inspections or investigations and shall cooperate in all other respects with any investigation by Buyer into the suspected use of Forced Labor.

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1.4 Without impacting Seller's obligation to comply with Section 1.1, Seller shall maintain in effect a program of monitoring and auditing its Subcontractors to ensure that they do not use Forced Labor in the mining, manufacture, or production of the Goods at any time, including in the production of raw materials or parts for the Goods. Seller shall conduct regular inspections of its Subcontractors to ensure compliance with the requirements of Section 1.1.

1.5 If Buyer determines that Seller is in violation of the terms of this Section 1, in addition to any other rights and remedies Buyer may have under this Agreement or at law or in equity, Buyer shall have the right to (a) immediately cancel the affected purchases and terminate the Agreement without any liability or further obligation to Seller; or (b) require Seller to implement corrective measures within a reasonable period of time. Buyer shall have the right to suspend or cancel purchases while Seller implements corrective measures. If Seller does not implement corrective measures to the satisfaction of Buyer within the required time period, then Buyer may immediately cancel the affected purchases terminate the Agreement without any liability or further obligation to Seller.

Annex II. SUPPLIER CODE OF CONDUCT

Introduction

Corporate integrity, responsible product sourcing, and the safety and well-being of workers across the global supply chain are of paramount importance to Starcharge Energy Pte. Ltd. and its Affiliates ("Company"). These principles apply to all aspects of Company's business, and encompass all manufacturers, distributors, vendors, and other suppliers (each a "**Supplier**" and collectively "**Suppliers**") that supply the products that Company incorporated into its products.

These principles are reflected in this Code of Conduct ("**Code of Conduct**"), which establishes the minimum standards that must be met by any Supplier that sells goods to or does business with Company, regarding:

- . Supplier's treatment of workers;
- . workplace safety;
- . the impact of Supplier's activities on the environment; and

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. Supplier's ethical business practices.

Poster Display Requirements

It is important that Supplier's workers understand Supplier's obligations under this Code of Conduct. Therefore, Supplier shall display a poster ("**Poster**") containing a summary of the terms and conditions of this Code of Conduct in a common area of each of its facilities where goods destined for Company are manufactured, distributed, packaged or otherwise handled ("**Facility(ies)**"). Supplier shall prepare the Poster based on the form of Supplier Code of Conduct Poster, which is available upon Supplier's written request. Supplier shall follow all instructions accompanying the form, including, instructions relating to poster size and font requirements.

Supplier shall post in a location that is conspicuous and accessible to its workforce an accurate translation of the Poster in the native language or languages of the workforce next to the English-language version of the Poster.

Supplier shall bear the entire cost of preparing, translating, and displaying the Posters.

Applicability

This Code of Conduct applies to all Suppliers that provide goods to Company. Supplier is responsible for compliance with the standards set out in this Code of Conduct ("**Standards**") throughout its operations and throughout its entire supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall comply with the Standards in:

- . all of its Facilities; and
- . all of its operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting Supplier's obligations hereunder, Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective Facilities ("**Partner(s)**").

Supplier shall disclose to Company the names and contact information of its Partners at least 30 days before Company's first purchase order. Supplier shall notify Company of the names and contact information of any new or former partners within 30 days of adding, changing or eliminating any Partners.

Slavery and Human Trafficking

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All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- . compelled, involuntary, or forced labor;
- . labor to be performed by [children] OR [individuals under the age of [AGE]];
- . bonded labor;
- . indentured labor; and
- . prison labor.

Compliance and Documentation

Supplier shall:

- . Implement and maintain a reliable system to verify the eligibility of all workers, including:
 - .age eligibility; and
 - .legal status of foreign workers.
- . Implement and maintain a reliable recordkeeping system regarding the eligibility of all

workers. Identification Papers

Without limiting Supplier's obligations hereunder, Supplier shall not require any worker to surrender control over original:

- . identification papers or documents giving a foreign worker the right to work in the country;
- . identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- . documents, such as a birth certificate, evidencing the worker's age.

Financial Obligations

Without limiting Supplier's obligations hereunder, Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

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- . pay recruitment or other fees or other amounts (monetary or in-kind);
- . incur debt.
- . make financial guarantees; or
- . incur any other financial obligation.

Freedom of Movement

Without limiting Supplier's obligations hereunder, Supplier shall ensure that workers have the right to freedom of movement without:

- . delay or hindrance; or
- . the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Worker freedom of movement rights include each worker's right to leave the Facilities without retaliation:

- . at the end of each workday;
- . based on reasonable health and safety-related justifications; and
- . based on any reasonable circumstances, such as personal or family emergencies.

Freedom to Terminate Employment

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement:

- . without restriction; and
- . without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Compensation and Benefits

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- . the minimum wage and benefits established by applicable law;
- . collective agreements;

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- . industry standards; and
- . an amount sufficient to cover basic living requirements.

Supplier shall make wage payments at least Monthly and provide benefits on a timely basis.

Supplier's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

Documentation

Supplier shall:

- . provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- . ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- . maintain proper documentation of wage payments for their internal records.

Deductions

Supplier shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

Work Hours

Regular Work Hours

Supplier shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week.

Overtime Work Hour

Additional overtime hours are voluntary, and must not exceed the maximum legally permitted number of overtime hours worked per week.

Rest and Lunch Breaks

Supplier shall allow workers to take:

- . reasonable rest breaks, including bathroom breaks; and

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- . reasonable lunch breaks.

Other Requirements

Supplier shall:

- . permit workers to take at least one regularly scheduled day off per seven-day schedule;
- . permit workers to take paid or unpaid leave as allowed by law; and
- . not require or ask workers to take work home.

Documentation

Supplier shall:

- . use an industry-accepted time-keeping system to track worker work hours; and
- . develop work-hour policies to ensure compliance with this Code of Conduct and applicable law.

No Discrimination, Abuse, or Harassment

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Supplier shall treat workers with respect and dignity.

Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its Partners.

Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards.

General and industry-specific procedures and safeguards include those relating to:

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- . health and safety inspections;
- . equipment maintenance;
- . maintenance of Facilities;
- . worker training covering the hazards typically encountered in their scope of work;
- . fire prevention; and
- . documentation and record keeping.

Supplier shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

Facilities

Supplier shall:

- . ensure that all Facilities meet all applicable building codes and industry design and construction standards;
- . obtain and maintain all construction approvals required by law;
- . obtain and maintain all zoning and use permits required by law;
- . without limiting Supplier's obligations hereunder, ensure that all Facilities have:
 - .an adequate evacuation plan;
 - .adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and stairwells;
 - .a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;
 - .visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
 - .adequate ventilation and air circulation;
 - .adequate lighting;

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.adequate first aid kits and stations;

.adequate fire safety, prevention, alarm, and suppression systems;

.adequate access to potable water; and

.adequate access to private toilet facilities.

- . post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Supplier provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of this Code of Conduct. Without limiting Supplier's obligations hereunder, Supplier shall obtain and maintain all food preparation permits and health certificates required by law.

Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Without limiting Supplier's obligations set out above, Supplier shall not:

- . take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- . discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- . discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- . discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.

Environmental Protection

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Operation of Supplier's Facilities

Supplier shall operate its Facilities in compliance with all environmental laws, including laws and international treaties relating to:

- . waste disposal;
- . emissions;
- . discharges; and
- . hazardous and toxic material handling.

Inputs and Components

Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

Gifts and Entertainment

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, gifts, or entertainment to Company's team members. Supplier shall also comply with Company's Foreign Corrupt Practices Act (FCPA) policy.

Report Violations

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

Compliance with Laws

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Supplier shall comply with all applicable national and local laws and regulations, including laws and regulations relating to all the Standards. Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. Supplier acknowledges that these Standards set out audit standards that Company may use to determine whether Supplier is meeting the requirements set out in this Code of Conduct.

Supplier acknowledges that Company may in its discretion conduct inspections of the Facilities to confirm Supplier's compliance with this Code of Conduct. Company has no obligation to conduct inspections.

Termination

Company may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its Partners fail to meet the Standards. The provisions of the primary Agreement which are either expressed to survive any termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

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Appendix 2: Whistleblower Policy

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Whistleblower Policy

1. Purpose and Scope

STARCHARGE ENERGY OCEANIA GROUP PTY LTD is committed to the highest standard of conduct and ethical behaviour. This Whistleblower Policy outlines how you can freely, without fear of reprisal, raise concerns about any form of misconduct or unethical behaviour under *The Corporations Act 2001* (Cth) and *The Taxation Administration Act 1953* (Cth). A transparent whistleblower policy is essential for good risk management and corporate governance. The disclosure of actual or reasonably suspected wrongdoing is a key element in maintaining an ethical culture.

2. Who is an Eligible Whistleblower?

An eligible whistleblower is an individual who is or has been any of the following, in relation to the company:

- A director, officer, or employee of the company.
- An individual who supplies goods or services (paid or unpaid) to the company, including contractors and consultants.
- An employee of a person who supplies goods or services (paid or unpaid).
- An individual who is an associate of the company.
- A relative, dependent, or spouse of any individual described above.

3. What is Disclosure Conduct?

A disclosable matter is a disclosure of information where the eligible whistleblower has reasonable grounds to suspect that the information concerns misconduct or an improper state of affairs. This includes conduct that is:

- Dishonest, unethical, or irresponsible behaviour, including misleading or deceptive conduct.
- Fraudulent activity, money laundering, or misappropriation of funds.

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- Illegal activities, such as theft, violence or threatened violence, and criminal damage against property.
- Improper conduct that involves substantial misuse or abuse of resources, or involves substantial risk to public health, safety, or the environment.
- An offence against any law of the Commonwealth punishable by imprisonment of 12 months or more.
- Conduct that represents a danger to the public or financial system.

4. What is Not Disclosure Conduct?

Generally, disclosures that concern personal work-related grievances do not qualify for whistleblower protection.

- A personal work-related grievance is a grievance about any matter in relation to the discloser's employment having implications for them personally.
- Examples include an interpersonal conflict between the discloser and another employee.
- It also includes decisions relating to the engagement, transfer, promotion, or disciplinary action of the discloser.
- These matters should be reported through standard human resources channels unless the grievance includes victimisation due to whistleblowing.

5. How to Make a Disclosure and To Whom

A report must be made directly to an Eligible Recipient to qualify for protections under the Whistleblower laws and this Policy. You can make a disclosure to:

- A director, officer, or senior manager of the company.
- An internal or external auditor (or a member of an audit team conducting an audit).
- The Australian Securities and Investments Commission (ASIC) or the Australian Prudential Regulation Authority (APRA).
- A commonwealth authority prescribed in the Corporations Regulations.

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- A legal practitioner for the purposes of obtaining legal advice or legal representation regarding whistleblower protections.
- You can choose to make your disclosure anonymously, over the course of the investigation, and after the investigation is finalised, and still be protected under the law.

6. What Form should a disclosure take?

You can make a disclosure various manners, including:

- In writing, this could be an email or letter to a person who can receive a Disclosure.
- Orally/verbally, have a private discussion with a person who can receive a Disclosure. This can be face-to-face, via telephone or virtually.
- Anonymously, write an email or letter or call a person who can receive Disclosure to make a report without providing your name or anything that might identify you as the maker of the report.

7. What should I include in my Disclosure

For a whistleblower disclosure to be investigated, it must contain enough information to form a reasonable basis for investigation. This includes any known details about the events underlying the actual or suspected wrongdoing.

You should provide as much information as possible so we can deal with the disclosure effectively.

The type of information you should include is:

- Date, time and location of key events.
- Names of person(s) involved in the suspected wrongdoing, their role, title and how they are involved.
- How you became aware of the matter you are reporting.
- Your explanation of the matter you are reporting.
- Possible witnesses.
- Other information you have that supports your report.

In your disclosure, include any steps that you may already have taken to report the matter elsewhere or to resolve the concerns.

8. Whistleblower Protections

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STARCHARGE ENERGY OCEANIA GROUP PTY LTD is committed to protecting whistleblowers through the following legal guarantees:

- **Identity Protection (Confidentiality):** The identity of a whistleblower must remain confidential, unless disclosing this information is authorised or required by law. Information will be appropriately redacted and referred to in gender-neutral terms to reduce the risk of identification.
- **Protection from Detriment:** Subjecting, or threatening to subject, any person to a detriment as a consequence of a disclosure is both a civil and criminal offence. Detrimental conduct includes dismissal, discrimination, harassment, intimidation, or damage to a person's reputation or property.
- **Immunity:** A whistleblower is protected against any civil, criminal, and/or administrative liability (including disciplinary action) for disclosing suspected improper conduct. However, a whistleblower is not immune from the normal consequences of their own improper conduct.

9. Investigation of Reports

- All reports of suspected improper conduct must be assessed and then appropriately investigated.
- Investigations must follow the rules of natural justice, meaning they must be free from actual or apparent bias.
- Where practicable, the company will keep the eligible whistleblower informed of the progress following the disclosure, including providing updates during the investigation and advising the outcome.

10. Ensuring Fair Treatment of employees

- An employee mentioned in a whistleblower disclosure, or an employee to whom such a disclosure relates, must be treated fairly by the company throughout the whole investigation process.
- As a practical matter, the company ability to keep a whistleblower informed may be impeded if the whistleblower remains anonymous and does not agree to two-way communication.
- The person against whom the allegation is made must be given a reasonable opportunity to respond to the relevant allegations.

11. Review of the policy

The company will periodically review this Policy and accompanying processes and procedures, with a view

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to ensuring that the Policy is operating effectively.

The Policy will be reviewed no later than every three years.

12. How do we make this policy accessible?

This Policy is widely disseminated to, and easily accessible by, its officers and employees and those outside our organization, which includes:

- Hosting a staff briefing during a team meeting(s).
- Posting the policy on Sharepoint, along with easy access to all other policies of company.
- Regular training will ensure that we continue to deal effectively with whistleblower disclosures.
- This Policy will be available on our external website.

13. Breach of this Policy

- Breach of this policy by an employee may result in disciplinary action including, where appropriate, suspension or termination.
- Breach of this policy by a director or senior manager may result in a reassessment of fitness and propriety under the internal guidelines of the company.