

# Third Party Integrity Guidelines

These Guidelines apply to all Third Parties with whom New Fortress Energy, or its affiliates (collectively, NFE) do business, including Suppliers, Contractors, Consultants, and Business Advisors (collectively, Suppliers).

## A message from NFE

NFE's success and the success of our business partners depends on the trust and respect of our customers, investors, suppliers, employees, and communities where we do business. While we operate under several different legal regimes, our commitment to integrity and ethical conduct remains the same across our operations

NFE's Suppliers must ensure that their employees, workers, representatives, suppliers, and subcontractors comply with the standards set forth in these guidelines and any other contractual obligations to NFE. Please contact the NFE manager you work with or the NFE Chief Compliance Officer ([cco@newfortressenergy.com](mailto:cco@newfortressenergy.com)) if you have any questions about these guidelines or the standards of business conduct NFE expects Suppliers to meet.

## Responsibilities of NFE Suppliers

**You, as a Supplier to NFE, agree:**

**Working with Government Officials, Improper Payments:** (i) To maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials or making facilitation payments; (ii) not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, to any government official in connection with any NFE project, procurement, transaction or business dealing, except that Suppliers may offer modest entertainment to such officials, consistent with NFE's Gifts and Entertainment Policy, the underlying contract between NFE and the Supplier, and local laws and regulations; and (iii) to provide supporting data to NFE when requested.

**Working with NFE Employees:** To not to offer or provide, directly or indirectly, anything of value including cash, bribes, gifts, entertainment, or kickbacks, including offers of employment to NFE Employees with an intent to obtain an improper business advantage, gain or secure business from NFE, or for any other improper purpose, and to provide supporting data to NFE when requested.

**Health, Safety & Environment:** (i) To comply with all applicable environmental, health and safety (HSE) laws and regulations; (ii) to provide workers a safe and healthy workplace; and (iii) not to adversely affect the local community.

**Fair Employment Practices:** To (i) observe applicable laws and regulations governing wages and hours, recruitment, and employment contracts; (ii) allow workers to choose freely whether

to organize or join associations of their own choosing for the purpose of collective bargaining as provided by local laws or regulations; (iii) prohibit discrimination, harassment, and retaliations; and (iv) not hold or destroy a worker's identity or immigration documents.

**Human Rights:** (i) To respect the human rights of your employees and others in your operation and activities for NFE; (ii) not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher; and (iii) not use forced, prison, or indentured labor, or workers subject to any form of physical, sexual or psychological compulsion, exploitation or coercion, or to engage in or abet trafficking in persons.

**Competition Law:** Not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with a third party with respect to any proposed, pending, or current NFE procurement.

**Intellectual Property:** To respect the intellectual and other property rights of NFE and third parties, including any patents, trademarks, and copyrights.

**Trade Control & Customs:** (i) Not to transfer NFE technical information to any third party without the express written permission of NFE; (ii) to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of foods, services, software, technology, or technical data including any restriction on access or use by unauthorized persons or entities.

**Controllership:** To ensure that all invoices and any Customs or similar documentation submitted to NFE or government authorities or audited by third parties in connection with transactions involving NFE accurately describe the goods and services provided or delivered and the price thereof and ensure that all documents, communications, and accounting are accurate and honest.

## How to Raise a Question or Concern

Subject to local law and any legal restrictions applicable to such reporting, Suppliers are expected to inform NFE promptly of any concern relating to these Guidelines affecting NFE, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of any such occurrence. NFE Suppliers must also cooperate with reasonable requests from NFE to assist in investigating any such occurrences involving NFE and the Supplier.

1. **Define your question/concern:** Who or what is the concern? When did it arise?  
Share the relevant facts.
2. **Report concerns promptly** - Questions or concerns may be raised by a Supplier as follows
  - a. By discussing the issue with an NFE manager
  - b. By emailing the NFE Chief Compliance Officer ([cco@newfortressenergy.com](mailto:cco@newfortressenergy.com))
  - c. By calling the NFE Chief Compliance Officer: +1-516-268-7400 (x5028)
  - d. By calling the NFE Hotline: +1-833-400-0045

- e. By emailing the NFE Hotline: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (mention NFE in the re: line)
  - f. Online: <https://www.lighthouse-services.com/newfortressenergy>
- 3. NFE Policies forbid retaliation against any person submitting a good-faith concern**