



Anti-Bribery and Anti-Corruption Policy

TPI Composites Holdings, LLC, and its divisions, subsidiaries, and/or affiliates (“TPI”) is committed to conducting business in accordance with the highest ethical standards and prohibits all forms of bribery and corruption. This Anti-Bribery and Anti-Corruption Policy (Global) (“Policy”) prohibits bribery of government officials (both U.S. and non-U.S.) as well as private sector (commercial) bribery, which includes the offering, promising, authorizing or providing anything of value¹ to any customer, business partner, vendor or other third party in order to induce or reward the improper performance of an activity connected with our business. This Policy applies globally and should be read together with TPI’s FCPA and Anti-Corruption Policy (“FCPA Policy”), which addresses facilitation payments and other topics not repeated here. TPI does not permit facilitation payments except in the narrow circumstances described in that policy.

If you have any questions about this Policy or applicable anti-bribery and anti-corruption laws generally, contact the Office of the General Counsel at compliance@tpicomposites.com.

1. Applicability to Suppliers

Third-party agents, consultants, suppliers, or any other third-party representatives acting for or on behalf of TPI (collectively, “Suppliers”) are prohibited from making corrupt payments on TPI’s behalf. This prohibition also applies to subcontractors hired by Suppliers to perform work on TPI’s behalf.

Any and all payments made to Suppliers, including commissions, compensation, reimbursements, must be customary and reasonable in relation to the services provided and accurately documented in TPI’s books and records. These payments must not be made in cash or to bank accounts that are not in the third party’s name unless otherwise approved in advance and in writing by the Office of the General Counsel, Corporate Treasury, and the Regional Chief Financial Officer. Suppliers must likewise obtain prior written approval from the Office of the General Counsel before making any political or charitable contribution on TPI’s behalf or in connection with TPI’s business.

2. Improper Payments

It is expected that all TPI Suppliers shall conduct business in an honest and ethical manner. Consistent with TPI’s Travel and Entertainment Policy, legitimate gifts, meals, and entertainment are permitted only if they are of nominal value, infrequent, and not offered for an improper purpose or that would compromise the integrity of a business relationship. Suppliers may never give or offer anything of value to, or ask for anything of value from, a TPI associate, customer, or a government employee or official (whether at

the local, state, or federal level) that is illegal.

Similarly, Suppliers may never ask for bribes or kickbacks from a TPI customer, agent, or Supplier. Neither TPI or its Suppliers will offer or give any gratuity to induce any person or entity to enter into, execute or perform any term or condition of a Master Agreement (“MA”), a Supply Agreement (“SA”), or Purchase Order (“PO”), or any other agreement between the parties (collectively referred to as “legal agreements”).

3. Compliance with the Foreign Corrupt Practices Act (“FCPA”)

In doing business with TPI, a Supplier represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (“FCPA”), and that no principal, partner, officer, director, or employee thereof is or will become an official of any governmental body of any country (other than the U.S.) in which Supplier provides goods or services for TPI during the applicable term period.

Suppliers also agree that they shall not, with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose.

4. Compliance with All Other Applicable Laws

Suppliers must also abide by all applicable anti-bribery laws, including Article 8 of the Anti-Unfair Competition Law of the People’s Republic of China (“AUCL”), the UK Bribery Act (“UKBA”), and all other applicable federal, regional, provincial, state, and local laws. These laws are informed by broader international frameworks, including the OECD Anti-Bribery Convention and the UN Convention against Corruption. Suppliers should further note that, under the UKBA, a commercial organization can be held liable for failing to prevent bribery committed by persons associated with it (including Suppliers) unless it can demonstrate adequate anti-bribery procedures; this Policy and TPI’s related due diligence and contracting requirements form part of those procedures.

5. Due Diligence

All Suppliers doing business with TPI must complete TPI’s due diligence requests.

Any red flags raised during a due diligence review of a third party must be addressed to the satisfaction of the Office of the General Counsel prior to entering into a relationship with the third party, and any remediation measures put in place should be documented in

TPI's due diligence tool. TPI's due diligence process also screens Suppliers and their known beneficial owners against applicable economic sanctions and export control restrictions.

All legal agreements with TPI's Suppliers shall include Anti-Bribery language. No edits to this language will be authorized without written approval from the Office of the General Counsel.

Once a Supplier has been retained by TPI, their activities and expenses shall be monitored by TPI to ensure continued compliance with the applicable anti-corruption laws and TPI policies.

6. Reporting Violations

If any conduct is observed that may violate this Policy, immediately contact the Office of the General Counsel at compliance@tpicomposites.com, use the Ethics Line at tpicomposites.ethicspoint.com, or one of the toll-free phone numbers found on the website. Suspected violations will be reviewed and investigated promptly. Any such reporting will be treated as confidential to the extent permitted by law. TPI strictly prohibits retaliation against any Supplier representative or other individual who, in good faith, reports a suspected violation of this Policy or applicable anti-bribery or anti-corruption laws.

7. Termination

In the event a third party is found to have violated any applicable anti-bribery or anti-corruption law or regulation, including those included herein, TPI may immediately terminate any and all Agreements, SAs, or PO's, without liability.

ⁱ "Anything of Value" includes, but is not limited to:

- Cash, cash equivalents (such as gift certificates/cards), stock, personal property, and assumption or forgiveness of a debt.
- Gifts, meals, entertainment, and travel, unless compliant with the applicable policy and standards applicable to your location.
- Political contributions.
- Charitable contributions.
- Job offers or internship awards.