

Supplier Code of Conduct

This Supplier Code of Conduct (“Code”) defines the standards and requirements that suppliers (“Supplier”) of Canadian Solar Inc. (“CSI”) and any of its subsidiary entities (together with CSI, the “Company”), including suppliers of goods and/or services, agents, and representatives, must operate in accordance with.

The Company reserves the right to modify the provisions in this Code as it deems fit, but in particular due to changes in its compliance program or changes of laws, rules or regulations. In such event, the Company will notify its Supplier in written form and may provide training on the changes when necessary. The Supplier will be bound by such changes upon delivery of such notice without the need for Supplier’s consent or acknowledgment.

The undersigned Supplier hereby declares, on behalf of itself and its affiliates, and its and their officers, directors, and employees, that it will fully comply with the provisions set forth below.

Laws & Business Ethics

I. Full Compliance with Applicable Laws, Rules and Regulations

The Supplier will conduct business in accordance with all applicable laws, rules and regulations and the highest ethical standards, including compliance with the Company’s [*Code of Business Conduct and Ethics*](#).

II. Prohibition against Corruption or Bribery

The Supplier will comply with the provisions of all applicable anti-bribery and anti-corruption laws, rules and regulations in countries where the Supplier conducts its business, and shall comply with the Company’s *Anti-Bribery and Anti-Corruption Policy* ([*Prohibition against Giving Bribes & Prohibition against Accepting Bribes*](#)).

III. Prohibition against Invisible Agency

Other than sub-suppliers engaged by the Supplier to carry out any portion of the delivery of the applicable goods or services the Supplier is being engaged to supply, the Supplier will not engage any third party agent who may receive any economic benefit in connection with the business the Supplier is conducting with the Company unless the Supplier has disclosed fully and truthfully its relationship with the third party and obtained prior written approval to such arrangement from the Company.

Labor Standards

I. Prohibition against Child Labor, Forced Labor or Modern Slavery

The Supplier will not engage in, and will comply with all applicable laws, rules and regulations concerning, forced labor and modern slavery, including without limitation the use of child labor,

involuntary servitude, debt bondage, and human trafficking. The Supplier will comply with the requirements of and principles set forth in the Company's [Anti-Modern Slavery Policy](#). Without limiting the generality of the statements and requirements set forth in that policy, your obligations include:

1. Ensuring that workers are free to move within, and into and out of, the facilities in which they are employed or engaged, including living quarters if applicable.
2. Providing fair and equitable compensation and other benefits of employment which, at a minimum, must meet the legal requirements applicable to you and the location in which the employee is engaged.
3. Ensuring that all workers have a legally enforceable employment agreement that contains clear descriptions of their terms of employment.
4. Ensuring that all workers can terminate their own employment at any time on reasonable notice, without being required to pay a penalty or provide any other kind of compensation.
5. Not requiring workers to pay recruitment or other fees for their employment and ensuring that such workers are repaid such fees if they are charged.
6. Not denying any worker their identity or immigration documents, including visas, work permits passports and other forms of identity or immigration documents, whether by withholding, concealing, confiscating, or destroying such documents.

II. Respect for Human Rights of Employees

The Supplier will comply with all applicable laws respecting human rights.

The Supplier will support, promote and implement equal employment opportunities in connection with the treatment of its employees irrespective of race, color, gender, language, religion, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, age, disability, or other distinguishing characteristics.

The Supplier will comply with the requirements of and the principles set forth in the Company's *Labor and Human Rights Policy* and *Equal Employment Opportunity Policy*.

Environmental, Health and Safety Standards

I. Full Compliance with Applicable Laws, Rules and Regulations

The Supplier will comply with the applicable laws, rules and regulations as well as applicable international standards pertaining to environmental protection, and the protection of human health and safety.

The Supplier will also:

1. Comply with the requirements, principles and objectives set forth in the Company's *Environment, Occupational Health and Safety Policy*; and
2. Comply with, and upon request execute, the Company's "*Supplier' EHS Agreement*".

II. Measures to Protect the Environment and Human Health and Safety

The Supplier will:

1. Obtain, maintain and produce to the Company upon request all required environmental licenses and official documents related thereto, and operate in accordance with the registration requirements of those licenses;
2. Minimize or eliminate environmental pollution and any form of waste, including waste of water and energy;
3. Control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
4. Provide training and ensure employees are properly educated in environment, health and safety issues; and
5. Take responsibility for the health and safety of its employees and operate with a sound occupational health & safety management system.

Miscellaneous

I. Sub-Supplier of the Supplier

The Supplier will, at a minimum, require its own suppliers to act in a manner that is consistent with and at least as strict as the standards and requirements set forth in this Code and the policies referred to herein.

II. Compliance Training

The Supplier represents that it does, or that prior to providing any services to the Company it will, provide business ethics and compliance training to its employees, as well as training on EHS and related professional skills to all its employees periodically to ensure compliance with this Code. The Company will provide training and/or consultation for the Supplier when necessary to facilitate compliance with this Code.

III. Company Benefit

The Supplier enters into this Code for the benefit of Canadian Solar Inc. and any of its subsidiaries with whom the Supplier conducts business.

Report of Non-Compliance

If the Supplier suspects that a violation of this Code (including any policy referred to herein)

has or may have occurred (or may occur in the future) the Supplier must notify Canadian Solar promptly. In lieu thereof, the Supplier may report the suspected breach (or risk of breach) through Canadian Solar's Whistleblower hotline by phone (+1-519-823-7477) or by e-mail (whistleblower@canadiansolar.com). Such notifications will be managed in accordance with Canadian Solar's Whistleblower Policy, which is available online at www.canadiansolar.com.

The Company may at any time make inquiries of the Supplier for the purpose of assessing the Supplier's compliance with this Code. The Supplier shall promptly provide all information and documents reasonably requested.

In case of violation of or non-compliance with the Code, the Company may in its sole discretion: (1) provide training or consultation to help the Supplier correct the violative or non-complying behavior, or (2) notwithstanding any other agreement in place between the Company and the Supplier, terminate the business relationship with the Supplier. If the Company elects to terminate its relationship with the Supplier, the Supplier shall be liable for any losses, costs, expenses and other liability that the Company incurs as a result thereof.

Acknowledgement

The Supplier hereby acknowledges that it has read and understands the contents of this Code, including the policies referred to herein, and will comply, and will ensure that its own suppliers comply, with the provisions set forth in this Code (including the policies referred to herein).

Executed by the undersigned Supplier this _____ day of _____, _____.

Supplier's Name:
(Please print full legal name)

**Executed for and on behalf of the Supplier
by:**

_____ (seal)

Name:

Title:

I have full authority to bind the Supplier