

Schedule 10

Lender requirements

Definitions in this Schedule 10 shall have the same meaning as provided in the Contract, save that the following additional definitions apply:

“**Consent**” means any registration, declaration, filing, consent, license, right, approval, authorization, or permit.

“**Disclosure of Lobbying Activities**” means Form SF-LLL (*Disclosure of Lobbying Activities*) available at <https://www3.dfc.gov/DFCForms/documents/Form%20SFLLL%20-%20Disclosure%20of%20Lobbying%20Activities.pdf> (or any successor website) as the same may be revised and supplemented from time to time.

“**Environmental and Social Requirements**” means the Applicable Standards and the applicable provisions of the ESPP.

“**ESPP**” means the DFC Environmental and Social Policy and Procedures dated as of July 2020, which is available on DFC's website at <https://www.dfc.gov/what-we-offer/eligibility/our-investment-policies>, as the same may be revised and supplemented by DFC from time to time.

“**Workers**” means, collectively, (a) individuals that are employed directly by the Contractor, and (b) individuals that, under the Contract or a Subcontract, perform continuous on-site work that either (i) is of substantial duration, or (ii) is material to the primary execution of Works relating to and operations of, the Project.

1. The Contractor shall (and shall procure that its Subcontractor(s)) shall:
 - a. not take any actions to prevent Workers from lawfully exercising their right of association and their right to organize and bargain collectively, or take any actions, or otherwise interfere with, coerce, or penalize, on the basis of the right of association or on the basis of organization and collective bargaining activities or membership, that may result in any form of retaliation, including, but not limited to, the termination, suspension, demotion, blacklisting, or transfer of any Worker by the Employer, or by an officer, agent, or representative thereof;
 - b. observe all applicable Laws relating to a minimum age for employment of children and acceptable conditions of work with respect to hours of work, occupational health and safety, minimum wages, and pay to Workers all wages, including all legally-mandated bonus pay and premium pay for overtime work, in full, in legal tender and in a timely fashion, except when Workers have agreed otherwise;
 - c. not use forced or compulsory labor, including, but not limited to any form of slavery or bonded labor, or the worst forms of child labor (as defined in section 507 of the Trade Act of 1974, 19 U.S.C. § 2467, as amended);
 - d. not employ persons, formally or informally, (A) under the age of eighteen (18) for any work that is economically exploitative, is likely to be hazardous or to interfere with the person's education, or is likely to be harmful to the person's health or

development, (B) under the age of fifteen (15) for general work or (C) in a manner constituting the worst forms of child labor (as defined in section 507 of the Trade Act of 1974, 19 U.S.C. § 2467, as amended);

- e. not make employment decisions or discriminate with respect to aspects of the employment relationship on the basis of personal characteristics unrelated to inherent job requirements, including gender, race, religion, nationality, political opinion, or social or ethnic origin,

provided that, if any applicable Law, or collective bargaining agreement, imposes a requirement that is more protective of worker rights than any of the requirements set forth in this Schedule 10, the Contractor shall, and shall procure that each Subcontractor shall, observe such applicable Law or collective bargaining agreement. The Contractor shall not be responsible for any non-compliance with this Schedule 10 resulting from the actions of a government.

2. The Contractor shall, and shall ensure that its Subcontractors shall, comply with, conduct its business and operations, and maintain its assets, equipment, property, leaseholds, and other facilities in compliance with, the provisions of (i) the Environmental and Social Requirements, and (ii) all applicable Laws regarding the environment, health and safety, and social performance.
3. The Contractor shall, and shall ensure that its Subcontractors shall, maintain all required Consents relating to: (i) air emissions; (ii) discharges to surface water or ground water; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation, or disposal of toxic or hazardous substances or wastes; and (vi) other environment, health and safety, and social performance matters.
4. The Contractor shall not, and shall procure that each Subcontractor shall not, use any monies received under the Contract or Subcontract (as applicable) to pay any Person for the purpose of influencing, or attempting to influence, (i) an officer or employee of any U.S. government agency, (ii) a member of the U.S. Congress, (iii) an officer or employee of the U.S. Congress, or (iv) an employee of a member of the U.S. Congress, including the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
5. If the Contractor, or any Subcontractor, has used or will use non-federally appropriated funds to pay any Person for the purpose of influencing, or attempting to influence, (i) an officer or employee of any U.S. government agency, (ii) a member of the U.S. Congress, (iii) an officer or employee of the U.S. Congress, or (iv) an employee of a member of the U.S. Congress, in connection with the Finance Agreement, the Contractor shall disclose (or shall procure that the relevant Subcontractor shall disclose) the name of any registrant under the Federal Agency Anti-Lobbying Act, 31 U.S.C. § 1352, who has made lobbying contacts on behalf of the Contractor or Subcontractor (as applicable) with regard to the Finance Agreement by promptly submitting to Lenders a Disclosure of Lobbying Activities. If any material change to the disclosures in the Disclosure of Lobbying Activities occurs, then the Contractor shall submit, or shall procure that the relevant Subcontract shall submit, to

Lenders an updated Disclosure of Lobbying Activities no later than the last day of the calendar quarter in which the material change occurred.

6. The Contractor shall, and shall ensure that its Subcontractors shall, explain documents, and make available in writing (and orally, where appropriate) to each Worker, information regarding all of their working conditions and terms of employment, including their entitlement to wages and any benefits and any Worker rights requirements, prior to the later of (i) thirty (30) days after the date hereof or (ii) each Worker commencing work on the Project.