



CLECO

Business Partner's Code of Conduct

Dear Business Partner

Cleco Corporate Holdings LLC, Cleco Power LLC, and their affiliates and subsidiaries, referred to collectively as “Cleco” herein, provide a critical product and service to our customers.

Cleco seeks to ensure its Business Partners operate in a fair, honest, and socially responsible manner. (The term *Business Partners* as used throughout this document includes vendors, contractors, and consultants, and any of their employees or subcontractors.) We will not knowingly use Business Partners who supply unsafe products or services, violate laws or regulations, or use illegal labor. Our Business Partners are expected to maintain the highest standards, conducting business safely, ethically, and in compliance with all applicable laws and regulations at all times. This document summarizes important aspects of the policies we have created to establish our expectations of Business Partners.

All Business Partners are encouraged to use our toll-free Ethics Helpline, anonymously or otherwise, to report any concerns or complaints regarding unethical or noncompliant business conduct. The Ethics Helpline number is 800-378-8121. The Ethics Helpline is available 24 hours a day, seven days a week.

Cleco thanks you for your cooperation, and we look forward to our continued business relationship.

Sybil Montegut
Chief Administrative & Sustainability Officer

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A. Health and Safety

Cleco is committed to providing electric utility services in a manner that ensures the safety of our employees, our customers, business partners, and the communities we serve. Cleco also maintains a strong commitment to provide a safe workplace and a high standard of health, safety, and performance. All work or services performed by Business Partners are expected to be carried out in a safe and reasonable manner.

Business Partners are expected to comply with all applicable governmental safety codes, rules, and regulations, as well as with any safety manuals, safety rules, regulations, or guidelines adopted by Cleco. Business Partners are also expected to report immediately any actual or potential safety or health hazards, violation of applicable laws or regulations, or suspect Cleco's involvement in activity that may violate this Business Partner's Code of Conduct or applicable law.

B. Ethics and Compliance

Cleco strives to adhere to the highest level of business ethics and standards. Cleco is committed to business conduct that is both ethical and compliant with all applicable, laws, rules, and regulations. Cleco expects Business Partners to speak up about confirmed or suspected misconduct. In particular, Business Partners are expected to promote reporting unsafe, illegal, unethical, and health and safety concerns, including environmental issues like leaks spills or releases.

Additionally, Business Partners must:

- treat their employees with respect and dignity while providing safe working conditions;
- comply with all applicable laws and regulations, including without limitation applicable labor and immigration laws, regulations, and rules; and
- have in place and enforce programs, policies, and procedures to prevent harassment, abuse, or bullying in the workplace.

C. Environmental and Sustainability

Cleco takes pride in going beyond mere compliance with environmental regulations – we are committed to exceeding them with sound policies, procedures, and standards that seek to protect the health and safety of our employees and the public while reducing our impact on the environment. Business Partners are expected to:

- conduct operations safely;
- protect employees, the public, customers, and the environment;
- comply with environmental laws and regulations, applicable internal policies, and best management practices;
- minimize waste, prevent pollution, and recycle whenever possible; and
- take action in situations that could negatively impact the environment, such as dumping, discharges, or other pollutants.

D. Substance Abuse/Contraband

Abusing drugs and alcohol jeopardizes everyone's safety and impairs work performance. Business Partners are expected to refrain from using and bringing onto Cleco property alcoholic beverages, controlled substances, or illegal drugs. This prohibition is effective when:

- representing or conducting business for Cleco;
- performing any work or services for or on behalf of Cleco;
- during all working hours;
- while on call or on paid standby; and
- while on Cleco premises or at Cleco-sponsored events.

At Cleco-sponsored events where alcohol is provided, Business Partners are expected to consume alcohol responsibly and not over-consume. Driving under the influence is not tolerated in any instances.

Business Partners also are expected to refrain from possessing firearms and weapons, and paraphernalia that has the appearance of firearms or weapons, on any Cleco property unless necessary for Cleco business and authorized in accordance with Cleco's policies. No firearms or weapons are permitted in any motor vehicles owned or leased by Cleco.

E. Employment Practices

Business Partners are expected to follow legally compliant employment practices, including, but not limited to:

- providing workers with a safe and secure working environment that is free from harassment, abuse, humiliation, bullying, and other forms of intimidation; providing workers with a mechanism, including the ability to remain anonymous, to report something that is potentially unsafe, illegal or unethical; and complying with all applicable labor and immigration laws, rules, and regulations; complying with all wage and hour laws and regulations, including those relating to minimum wage; and complying with all applicable import and export laws, rules, and regulations.
- no use of forced or involuntary labor
- no employment of underage individuals in violation of any applicable child labor laws; and
- no discrimination based on race, color, ancestry, national origin, citizenship, age, physical or mental disability, medical condition (including pregnancy), religion, political affiliation, marital status, gender, sexual orientation, gender identity, genetic information, veteran status, or any other status or characteristic protected by applicable law.

F. Workplace Violence Prevention

A safe and secure work environment must be free from violence. Any intimidation, acts, or threats of violence will not be tolerated against company employees or non-Cleco individuals while doing business with Cleco or on Cleco property. Violence includes, but is not limited to, physically harassing another person, shouting, shoving, threatening, pushing, unreasonable intimidation, coercion, brandishing weapons, and threats or talk of violence.

If such violence is occurring, immediately call law enforcement at 911 and, as soon as possible, report the matter to the Cleco Ethics Helpline.

G. Conflicts of Interest

Business Partners are expected to observe high standards of business and personal ethics in daily work, as well as in relationships, activities and interactions with third parties. Because no policy can address every ethical issue that may arise in the workplace, common sense and good judgment must prevail with a diligent and consistent approach to communication and documentation of any potential conflict of interest.

Business Partners have a duty to timely disclose to Cleco all actual or potential conflicts of interest related to your business relationship with Cleco, as well as situations that could be perceived as conflicts of interest. Cleco accepts no special favors or gifts from Business Partners and incurs no obligations to them, other than payment for the products and services they provide. Cleco also does not attempt to influence procurement decisions in return for personal compensation or favorable treatment from suppliers.

H. Gifts and Entertainment (Business Courtesies)

Cleco recognizes that it is customary for its employees and Business Partners to occasionally exchange nominal gifts, often promotional in nature. However, if offers of gifts, entertainment, or travel are frequent or of substantial value, they may create an actual or apparent conflict of interest or illicit payment.

Neither Cleco employees nor members of an employee's family may accept anything from an existing or potential Cleco Business Partner that:

- could be construed as an attempt to induce the employee to grant an unfair competitive advantage; or
- actually or impliedly entitles or obligates a Business Partner to give or receive preferential treatment, an award of business, better prices, or improved terms of sale.

I. Accounting and Business Records

Business Partners are expected to accurately and timely prepare applicable records, reports, vouchers, reimbursement requests, and bills. Business Partners must not

falsify, alter, destroy or tamper with business information to misrepresent or conceal a transaction or event involving Cleco.

J. Cybersecurity Standards

As a critical infrastructure company, Cleco is committed to adhering to strong cybersecurity safeguards. Business Partners delivering technology solutions are expected to implement industry standard cybersecurity safeguards including:

Multi-Factor Authentication (MFA) for critical systems and data, where feasible,

- a Security Operations Center (SOC), where feasible;
- a Data Protection program for Confidential Data;
- an Account Management program;
- an Asset Management program;
- a Secure Configuration program;
- a Continuous Vulnerability Management program;
- a Security Awareness Training program; and
- an Incident Response program.

K. Responsible Use of Company Assets

Business Partners are responsible for protecting any Cleco property, resources, data and/or assets under their control from theft, fraud, unauthorized personal use, negligent misuse, and waste. Business Partners are expected to respond appropriately, in a timely manner and safely to any perceived risks or threats to Cleco's assets, resources, or property, and immediately report any security breaches, unauthorized access or destruction of the same.

Business Partners acknowledge and agree that there is no expectation of privacy when using or accessing Cleco's systems, company-provided internet, property, software, and hardware, including desktop or laptop computers.

To protect Cleco and our assets, resources and employees, Cleco may monitor the use of Cleco's information technology systems and may access, preserve, review and delete data (including Cleco information on personal devices of independent contractors) in accordance with applicable policies and laws. Any person using or accessing Cleco's information technology systems consents to permit all information stored or transmitted on Cleco's systems, to be monitored, accessed, and/or disclosed to law enforcement authorities, regulatory authorities, or other third parties, to the extent permitted by law, and agree that they have no expectation of privacy in such information.

L. Protection of Company Information and Confidential Information

The intellectual property and information Cleco provides to Business Partners is valuable, sensitive, and must be managed and protected.

Business Partners are expected to protect Cleco's documents, confidential information, data, and other information assets, referred to collectively sometimes as "Cleco's

information.” Cleco’s information is protected in a variety of ways, both electronically and physically, depending on the type, usage and sensitivity of the information. Business Partners are expected to exercise extreme caution when handling Cleco’s information and protect it against loss, unauthorized access, copying, or destruction, or unauthorized release or disclosure.

Business Partners are expected to **not**

- share passwords with anyone or otherwise permit unauthorized access to Cleco’s systems, software, and/or hardware;
- use personal email accounts or social media applications for proprietary or sensitive work-related or Cleco-related communication(s);
- download or install new software on Cleco’s computers, systems, or devices without express written authorization and an appropriate license;
- disable anti-virus or any other Cleco software or attempt to remove viruses;
- attach or use unauthorized devices, including portable storage devices, to Cleco’s computers, devices or networks;
- use Cleco’s computers, systems or devices to access or share inappropriate, offensive or illegal material; and
- disclose information concerning or related to Cleco’s information system control, security controls, cybersecurity countermeasures, or the like to any other employee or third party who is not expressly authorized in writing by Cleco to receive it.

Business Partners are expected to comply with all applicable data privacy laws. Business Partners shall only undertake processing of personal data or personally identifiable information on Cleco’s behalf where there is a legitimate business or legal need; when they are appropriately authorized and only when performed accurately, fairly, in compliance with Cleco’s written instructions and applicable laws and regulations, and in a transparent manner.

M. Copyright, Trademark Patent Infringement, and Trade Secret

Cleco respects the intellectual property rights of others and will not knowingly infringe the valid and existing rights of any third parties and will operate within the boundaries of its licenses with third parties. Business Partners are expected to not misappropriate, infringe copy, disseminate or disclose, directly or indirectly, any third party’s copyrights, trademarks, patents, and/or trade secrets, or enable any of the foregoing. Further, Business Partners shall not allow others to use Cleco resources to do so.

N. Antitrust, Import/Export, Sanction Laws, & Fair Trade Practices

Business Partners are expected to **not** (i) conduct business activities that violate trade sanctions or embargoes restricting transactions with certain countries, entities, and individuals or with certain end-uses and users to protect national security and combat terrorism, the proliferation of weapons of mass destruction, narcotics trafficking, human trafficking and other human rights abuses; and/or (ii) participate in boycotts that are not sanctioned by the U.S. government or applicable U.S. laws; and/or enter into

agreements or take any actions that illegally or improperly restrain trade or restrict or circumvent competition.

Business Partners should recognize that certain Cleco information may be subject to export restrictions. Business Partners to comply with all applicable import/export restrictions. Further, Business Partners are expected to comply with all applicable sanction's laws.

O. Bribes and Kickbacks

Business Partners are expected never to offer, promise, or give anything of value that could appear to be a payment – something that might encourage or reward someone for a decision to retain or obtain business. For the avoidance of doubt, Business Partners must not:

- Directly or indirectly offer, make or promise to make, authorize, or give any payment of funds, kickbacks, bribes, rebates, payoffs or other unlawful payment or thing(s) of value to any government official, including regulators, or any other person to obtain or retain business, gain any unfair or improper advantage, or induce or influence any act or decision of a government official; and/or
- make any facilitation payments, which include small, unofficial payments generally provided to lower-level government officials to persuade them to perform or expedite routine, non-discretionary services or actions (e.g., customs clearance or the issuance of licenses, permits or visas).

P. Speaking on Behalf of Cleco

Without express prior written consent, no Business Partner is authorized to speak on behalf of Cleco. If Business Partners receive such authorization, Cleco expects its Business Partners to represent Cleco's values and protect Cleco's reputation.

Business Partners are expected to:

- obtain written authorization from Cleco's Corporate Communications team before speaking or issuing public communications on behalf of Cleco (including to the media);
- refer all media or investor enquiries relating to Cleco to Cleco's Corporate Communications or Legal teams;
- contact Cleco if business information of Cleco is about to be disclosed in the public domain without authorization; and
- obtain appropriate written authorizations to use Cleco's imagery, logos and templates in public communications, and only use Cleco-approved versions of the same.

Business Partners are expected to **not**:

- publicly communicate in any way that is false, misleading or would damage Cleco's reputation or image;
- publicly disclose proprietary or other Cleco information without appropriate written authorization; and

- use a third party's intellectual property in public communications made on behalf of Cleco, unless authorized to do so by the owner.