



Supplier Safe and Secure Workplace Policy

The purpose of this Supplier Safe and Secure Workplace Policy ("Policy") is to maintain a safe and secure workplace for employees of NextEra Energy, Inc., its subsidiaries and affiliates (collectively "NEE"), as well as NEE Suppliers (as that term is defined herein), business visitors, customers, and the public.

NEE reserves the right to revise this Policy, in its sole discretion, during the contract term. To the extent any such revisions are delivered to Supplier in writing, Supplier shall comply with such revisions.

Supplier must, at all times, adhere to all applicable laws, rules and regulations.

Definitions

As used in this Policy, these terms shall have the following definitions:

NEE SOC:	NEE's Security Operations Center, reachable by telephone at 561-694-5000 or toll free at 1-888-694-6444.
NEE Premises:	NEE Premises means NEE facilities (including facilities under construction), NEE customer premises, NEE rights-of-way, NEE equipment, including NEE owned or leased/rented vehicles or NEE projects located in the United States. <u>NEE Premises does not include nuclear power stations, nuclear facilities, or any premises outside of the United States.</u>
Notify/Notice	For purposes of this Policy, when a Supplier/Supplier Employee must notify NEE, that notification must be done by telephone to NEE SOC at 561-694-5000 or toll free at 1-888-694-6444.
Supplier:	For purposes of this Policy, Supplier means any individual or entity (including any corporation or other business organization) that provides services to NEE. This is inclusive of any employee, representative, contractor or subcontractor, regardless of tier, having an agreement, formal or informal, with Supplier.
Supplier Employee:	For purposes of this Policy, Supplier Employee means an employee, representative, contractor or subcontractor of a Supplier that is assigned to NEE Premises.

Personnel and Facilities Affected

This Policy applies to Suppliers performing work for any specific procurement for or on behalf of NEE on NEE Premises **for periods equal to or greater than 30 workdays or 240 work hours, cumulative, per rolling twelve-month period.**

Workplace Violence and Illegal Conduct

NEE prohibits any comments or behavior that could be perceived by a reasonable person as threatening or indicating the possibility of violence. This may include but is not limited to:

- verbal threats or gestures
- abusive language
- harassment
- intimidation and physical altercation (e.g., shoving or fist-fighting).

Suppliers with information concerning abuse of NEE assets, fraud, theft, possession or use of illegal drugs, threats of violence or any other behavior on NEE Premises which may be considered illegal or in violation of this Policy, shall report that information immediately.

Notification of Supplier Employee Arrests and Citations

If a Supplier Employee is arrested, Supplier must notify NEE SOC within 24 hours after the time of arrest (or within 24 hours of Supplier Employee's release from jail, if incarcerated) or before the start of Supplier Employee's next scheduled shift on any NEE Premises, whichever is earlier. An "arrest" includes any arrest, charge, summons, notice to appear or indictment for the commission of, or participation in, a felony or misdemeanor.

Additionally, Supplier must notify NEE SOC of any traffic citation that requires a mandatory court appearance issued to a Supplier Employee within 24 hours of receipt. This includes criminal traffic violations such as, but not limited to, driving under the influence, reckless driving, leaving the scene of an accident, and driving with a suspended license.

Suppliers must also notify NEE SOC within 24 hours of any traffic violations (e.g., speeding tickets) issued to a Supplier Employee while operating a NEE owned or leased/rented vehicle or while driving a non-NEE vehicle while on a NEE assignment, even if these violations do not require a mandatory court appearance.

Suppliers must notify NEE SOC of all parking violations issued to a Supplier Employee while operating a NEE owned or leased/rented vehicle within 24 hours of receiving the violation.

Notification of Supplier Employee Restraining or Court Protection Orders

A protective order, also known as a restraining order in some jurisdictions, is a legal directive issued by a court to protect an individual from certain behavior, such as harassment, stalking, or threats, from another individual. Protective orders referred to in this Policy include any orders for protection, restraining orders, injunctions or any similar orders issued by a court of law that result in restrictions for or against the Supplier Employee.

Protective orders serve to legally prohibit the designated person ("Respondent") from engaging in any form of contact or proximity to the person who requested the order (the "Petitioner").

- Supplier must notify NEE SOC of any Supplier Employee who is a Respondent to a protective or restraining order (the order is against the Supplier Employee) within 24 hours of Supplier Employee being notified that a protective order has been placed against them (or prior to the start of Supplier Employee's next scheduled shift or workday, whichever is earlier).
- Supplier must notify NEE SOC of Supplier Employees who have obtained a protective order against another individual within 24 hours of Supplier Employee obtaining the order.

Weapons Policy

Except where otherwise permitted by applicable law or NEE policy, the possession, introduction or attempted introduction onto NEE Premises of any firearm, weapon, weapon components, ammunition (or a projectile that can be shot from a weapon), explosives, incendiary device, hazardous chemical, poison or biological agent, or any other material or device that can cause severe harm to persons or property, is prohibited. Possession shall include, without limitation:

- On the Supplier Employee's person
- In the Supplier Employee's belongings
- In the Supplier Employee's locker or workstation
- Any other location on NEE Premises where the Supplier Employee can access the prohibited item
- On any NEE Premises

For the purposes of this section NEE Premises shall also include, without limitation, any vehicle while on assignment engaged in NEE business or activities unless otherwise authorized by law.

It is the responsibility of each Supplier Employee entering NEE Premises to ensure that prior to such entry, they are not carrying any of the aforementioned prohibited items. The possession, introduction, or attempted introduction of the above-mentioned prohibited items onto NEE Premises shall constitute a violation of this Policy and shall subject the Supplier to sanctions up to and including termination of the contract.

Pre-assignment Screening

Supplier must comply with all applicable laws, rules and regulations with respect to the pre-assignment screening of Supplier Employees, including but not limited to federal and state laws applicable to Supplier Employees required to maintain Commercial Driver's Licenses.

Supplier Employees not meeting the required results set forth in this pre-assignment screening will not be allowed to perform work on NEE Premises.

Prior to assignment of any Supplier Employee to NEE Premises, and unless otherwise prohibited by applicable law, Suppliers shall conduct a detailed pre-assignment screening to include, at a minimum, the following:

A. Criminal Records Check

Except where prohibited by law, criminal records must be checked for criminal activity within:

- the state(s) where NEE Premises are located in which work is to be performed, and
- other states in which the Supplier Employee either resided or was employed within the 7 years preceding employment with Supplier.

Supplier's pre-employment criminal records check that meets these criteria is sufficient. However, if Supplier's pre-employment criminal records check does not meet these criteria, Supplier must perform a criminal records check for the 7 years immediately preceding the NEE assignment. Supplier Employees are not eligible to work on NEE Premises if the Criminal Records Check reveals a conviction or series of convictions (to include pre-trial intervention, pleas of guilty, and nolo contendere, regardless of whether adjudication has been withheld), which display a propensity for violence, untrustworthiness, or unreliability or which may be otherwise related to the work to which the Supplier Employee is to be assigned.

In assessing whether a Supplier Employee's criminal record displays a propensity for violence, untrustworthiness or unreliability, or which is otherwise related to the work, the Supplier must consider (1) the nature and gravity of the conviction and underlying behavior; (2) the time that has passed since the conviction or completion of the sentence; (3) any evidenced recidivism; and (4) the nature of the work to be performed by the Supplier Employee for NEE.

B. Drug Testing

Supplier must perform pre-assignment drug testing prior to start of assignment on all Supplier Employees assigned to work on NEE Premises. Except as otherwise prohibited by law, the drug test required under this Policy will test for the presence of the following substances:

- Marijuana
- Cocaine
- Opiates
- Amphetamines, and
- Phencyclidine.

Supplier's pre-employment drug testing that meets these criteria is sufficient. However, if Supplier's pre-employment drug testing does not meet these criteria, Supplier must perform a drug test that meets these criteria prior to the NEE assignment. A positive test result for any illegal controlled substances (including those considered illegal under federal law); controlled substances not lawfully prescribed; or for misuse of a lawfully prescribed controlled substance, shall result in the denial of access of the Supplier Employee to NEE Premises.

This Policy does not automatically preclude anyone from working on NEE Premises based on a prior criminal record. It shall be the duty of each Supplier to ensure that Supplier Employees assigned to perform work on NEE Premises do not demonstrate a propensity for illegal and/or violent behavior and are not under the influence of drugs.

C. Driving Record Check (if Applicable)

No earlier than one-hundred eighty (180) days prior to the start of a Supplier Employee's assignment, driving records must be checked for those assignments which require driving, or require a valid driver's license, as part of the assignment. A valid driver's license with no restrictions must be held by a Supplier Employee (restrictions do not include any physical limitations) for any position requiring a driver's license. The results must demonstrate the following:

- No alcohol/drug-related driving offenses in the last 3 years.
- The license is not currently suspended or restricted as to hours of driving or reason for driving (i.e., for work purposes only).
- No more than two driving related violations in the past 24 months.

Controlled Substances and Alcohol Abuse Policy and Ongoing Screening Requirements

NEE is a drug-free workplace. All Supplier Employees must be fit-for-duty and report to work able to perform their duties safely. Any use or possession of any illegal drug (including drugs defined as illegal under federal law) or of a controlled substance without a valid prescription and/or the misuse of any prescription or over-the-counter medication by any Supplier Employee shall constitute a violation of this Policy. Supplier shall comply with all applicable laws, rules and regulations regarding drug and alcohol testing. Please be advised that marijuana is considered an illegal controlled substance under federal law and is a prohibited controlled substance on NEE Premises regardless of a medical use license.

Any Supplier Employee who is consuming or is under the influence of any alcoholic beverage while on NEE Premises shall be in violation of this Policy.

Supplier Employees will be denied access to or immediately removed from NEE Premises for:

1. possession or use of a controlled substance without a valid prescription
2. unlawful distribution or sale of controlled substances at any time on or off the job
3. positive test result for alcohol or a positive test result for controlled substances without a valid prescription
4. being under the influence of a controlled substance or alcohol, or
5. refusal to test for controlled substances or alcohol.

NEE reserves the right to remove any Supplier Employee who it reasonably suspects is under the influence, or otherwise not fit for duty. If Supplier wishes to return such a Supplier Employee to the assignment following removal, Supplier must first obtain written approval from NEE.

In order to maintain a drug-free workplace, all Suppliers must have in place a controlled substance and alcohol abuse policy. In addition to the Pre-assignment Screening required above, Suppliers must also conduct the controlled substance and alcohol testing enumerated below. All testing performed pursuant to this Policy shall be at the drug and blood alcohol rates specified in the Omnibus Transportation Employee Testing Act of 1991. For Supplier Employees subject to federal drug and alcohol testing requirements, including Supplier Employees required to hold a Commercial Driver's License, Supplier will test for controlled substances and alcohol according to mandated requirements and at the applicable federally mandated random testing rates.

A. Post-Incident Testing:

All Supplier Employees are required to undergo a post-incident alcohol and drug testing. **Post-incident includes, but is not limited to, the time following an accident involving the Supplier Employee while on NEE Premises, while operating a NEE owned, leased/rented vehicle, or while performing work for the benefit of NEE.**

No Supplier Employee required to take a post-incident alcohol test under this Policy shall use alcohol for eight (8) hours following the incident or until Supplier Employee undergoes a post-incident alcohol test, whichever occurs first. Supplier shall immediately notify NEE SOC (both verbally and in writing) of any incidents involving or caused by Supplier Employees.

Supplier Employees will not be allowed access to NEE Premises until alcohol and drug tests are confirmed negative.

B. Prescription Medication and Over-the-Counter Controlled Substances

Supplier Employees taking prescription medication are required to consult with their physicians to determine whether the medication may have an adverse effect on their ability to perform their assignment. Supplier Employees taking over-the-counter medication are responsible for being aware of any adverse effects such medication may have on their performance as defined on the manufacturer's label. If prescribed or over-the-counter medication may have an adverse effect on performance, Supplier Employees are required to notify Supplier prior to reporting to NEE's Premises. Failure to inform Supplier of taking prescription or over-the-counter medication which may have an adverse effect on performance may result in Supplier Employee being denied access to NEE Premises. In all events, Supplier is responsible for ensuring the fitness for duty of each of its Supplier Employees.

C. **Unscheduled Work - Call-out**

Any Supplier Employee called to perform unscheduled work at NEE Premises must report to Supplier if they have consumed alcohol within five (5) hours of the time they report to work or are otherwise "unfit" for duty. Supplier Employees that have consumed alcohol within the five (5) hour abstinence period shall not be permitted to work on NEE Premises except under conditions when the Supplier Employee's fitness for duty is verified by Supplier by a negative breath analysis for alcohol prior to entering NEE Premises. A negative breath analysis is a breath alcohol content level below .02%.

Compliance and Violations

In addition to and without limiting any other rights afforded NEE, the failure by a Supplier to comply with this Policy, shall constitute a material breach by Supplier of its contractual obligations to NEE. Supplier's violation of this Policy may result in termination of the contract. Supplier Employees that violate this Policy shall be removed immediately by the Supplier from NEE Premises, and/or denied access to any NEE Premises. Supplier shall immediately notify NEE SOC of any violation or suspected violation of this Policy.

Retention and Access to Supplier Records

Upon request, Supplier shall provide NEE or its designee timely access to those Supplier records necessary to ensure compliance with the requirements of this Policy. NEE or its designee may perform audits of Supplier's records, including but not limited to, Supplier Employee screening records and all supporting documents concerning the eligibility of those Supplier Employees performing work for NEE. These records must be maintained for the duration of the contract between NEE and Supplier plus two years. NEE's direct costs and the cost for any contracted audit services will be at the expense of NEE.

Supplier Employee Acknowledgment

Suppliers must make Supplier Employees aware of this Policy and have Supplier Employees acknowledge in writing prior to beginning work for or on behalf of NEE on NEE Premises.