



SUPPLIERS CODE OF ETHIC AND CONDUCT

1. INTRODUCTION	3
2. SCOPE	4
3. CONDUCT GUIDELINES OF IBERLAYER SUPPLIERS	5
3.1. PROFESSIONALISM AND COMPLIANCE WITH LEGALITY	5
3.2. MEASURES AGAINST BRIBERY AND CORRUPTION	6
3.3. HUMAN RIGHTS AND WORKING CONDITIONS	7
3.4. ENVIRONMENTAL PROTECTION. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY POLICIES	8
3.5. CONFIDENTIALITY AND SECURITY OF INFORMATION	10
4. CORPORATE IMAGE AND REPUTATION	11
5. COMPLIANCE AND ADHERENCE	11
5.1. COMPLIANCE	11
5.2. ACCEPTANCE AND ADHESION	12
6. VALIDITY	12

1. INTRODUCTION

IBERLAYER's Suppliers Code of Ethics and Conduct establishes the minimum expectations of conduct for suppliers who perform work for or on behalf of IBERLAYER.

IBERLAYER, strongly committed to compliance and adoption of the principles and values that guarantee standards of ethics and integrity in all its actions and decisions, extends this action to all its suppliers so that at all times the relationship between IBERLAYER and its suppliers is governed by the principles and guidelines developed in this document.



Acting ethically requires, but is not limited to, complying with all applicable laws and regulations and conducting business activities respecting the principles of basic human rights when interacting with our stakeholders.

IBERLAYER considers its suppliers as a fundamental part of achieving business and growing it. Quality, excellence and customer satisfaction is the primary objective in the development of said business.

This is why IBERLAYER not only maintains the highest ethical standard in its business activities, but expects the same from its suppliers.

In this way, the minimum guidelines that suppliers must comply with and maintain for the correct development of their activity are established, leaving their actions under the principles of ethics and professional conduct.

The adoption and compliance of the Supplier Code of Ethics and Conduct (from now on, the Supplier Code) will be essential to create a stable and lasting collaboration framework, based on respect, mutual trust, ethical and professional action and compliance with the legality.

2. SCOPE

The Supplier Code of Conduct is applicable to all IBERLAYER suppliers in their different areas of action and collaborators or subcontractors associated with these suppliers.

IBERLAYER will ensure the continued application of these principles by suppliers, and may request audits to verify their degree of compliance. In the event of subcontracting by the supplier, the supplier will be responsible for ensuring that its contractors carry out their activity in compliance with all the principles set out in this document.



3. CONDUCT GUIDELINES FOR IBERLAYER SUPPLIERS

These guidelines are a guide and are not intended to and cannot cover all situations that may arise.

Suppliers are expected to use their best judgment within the parameters of this Code and make use of the channels enabled by IBERLAYER to resolve any queries that may arise.



3.1. PROFESSIONALISM AND COMPLIANCE WITH LEGALITY

Suppliers will respect and faithfully comply with all applicable laws and regulations in the development of their activity, demonstrating a high degree of professionalism in the development of activities always within the framework of legality, avoiding any action that could discredit both those who provide it. performs like IBERLAYER.

In this sense, suppliers must:

- Demonstrate full compliance and compliance with ethical standards. IBERLAYER Suppliers will act with professionalism and a proactive attitude, with the aim of offering products or services offered with the highest quality.
- The Suppliers will respect and comply with the contractual commitments and obligations assumed in the development of their activity, and must comply with all current laws, regulations and normative provisions that are applicable in the areas where they carry out the activity and avoiding any conduct that, Even without violating the law, it could harm the reputation of IBERLAYER and produce adverse consequences for the company or its environment. When the supplier must face conflicting demands, it must seek alternatives that allow it to respect internationally recognized human rights.
- IBERLAYER Suppliers will avoid any situation that could lead to a conflict of interest both for IBERLAYER and for third companies or IBERLAYER's own suppliers or external collaborators.

- They will carry out their commercial activity in an ethical and loyal manner, acting in compliance with and respect for the provisions on competition law.
- IBERLAYER Suppliers undertake to faithfully comply with legislation on the prevention of money laundering and terrorist financing.
- Maintain, in accordance with applicable legislation, accounting, financial and legal records in a precise, complete, truthful, timely, transparent and understandable manner. Likewise, they must ensure compliance with legal obligations with both the Tax Agency and Social Security and local treasuries.

3.2. MEASURES AGAINST BRIBERY AND CORRUPTION

The supplier must at all times maintain ethical behavior that allows it to establish legitimate and productive relationships with its own suppliers and companies with which it has a contractual relationship. You must act with honesty and integrity in all your contacts and business relationships with public or private entities in any country in which they operate.

The supplier must establish mechanisms that allow it to fight against all forms of corruption and bribery in the development of its activities.

This implies, in a non-exhaustive manner:

- ✓ Not make or offer, directly or indirectly, any payment in cash, in kind or any other benefit, to any natural or legal person at the service of any authority, entity, public or private, political party or candidate for public office. , for the purpose of unlawfully obtaining or maintaining business or other advantages.
- ✓ Not make or offer, directly or indirectly, any payment in cash, in kind or any other benefit, to any natural or legal person, with the aim of them abusing their influence, real or apparent, to obtain any authority, entity, public or private, any business or other advantage.
- ✓ Not make or offer, directly or indirectly, any payment in cash or in kind or any other benefit, to any person, natural or legal, when it is known that all or part of the money or in kind will be offered or delivered, directly or indirectly, to any authority, entity, public or

private, political party or candidate for public office, for any of the purposes mentioned in the two previous paragraphs.

- ✓ Do not make payments to facilitate or expedite procedures, consisting of the delivery of money or another thing of value, regardless of the amount, in exchange for ensuring or expediting the course of a procedure or action before any judicial body, public administration or official organism. •
- ✓ Specifically, the supplier will not make, offer or accept, due to the contract with IBERLAYER, any payment in cash, in kind or any other benefit from/to any natural or legal person, in order to obtain or maintain any business. or advantage for itself or for a third party, which could give rise to a conflict between the interests of the supplier or the third party and those of IBERLAYER.

3.3. HUMAN RIGHTS AND WORKING CONDITIONS

The IBERLAYER supplier must respect the internationally recognized human rights set forth in the International Charter of Human Rights and the principles relating to the rights included in the Eight Fundamental Conventions of the International Labor Organization, in accordance with the Declaration relating to the principles and fundamental rights at work.



The supplier's responsibility to respect human rights requires that it prevent its own activities from causing or contributing to negative human rights consequences and address those consequences when they occur and seek to prevent or mitigate negative consequences on human rights directly related to operations, products or services provided by its suppliers.

In a non-exhaustive manner, the responsibility to respect human rights implies for the supplier:

- ✓ Maintain work practices with its employees that are consistent with the international regulations described above.
- ✓ Eliminate all forms of forced labor.
- ✓ Eradicate the use of child labor.
- ✓ Facilitate freedom of association and collective bargaining for its employees.
- ✓ Treat all employees with dignity and respect, refraining from any offending conduct or that involves any type of discrimination based on race, religious, political or union ideas, nationality, language, sex, marital status, age or disability.
- ✓ Ensure that working conditions and environment (among others: salaries, working hours, maternity protection, promotion of a safe, alcohol- and drug-free work environment, etc.) are consistent with applicable international labor standards, and that promote and maintain the highest degree of physical, mental and social well-being of their employees.
- ✓ Recognize and respect the rights of individuals who belong to vulnerable groups, when the supplier's activities take place in areas inhabited by these groups.

3.4. ENVIRONMENTAL PROTECTION. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY POLICIES

In these times, where environmental protection is so fundamental for the sustainability of our planet, IBERLAYER is committed to all those policies that imply an improvement in such protection.



Suppliers will guarantee compliance with applicable environmental regulations and will provide the services and tasks included therein in an environmentally friendly manner in all the regions where they carry out their activity.

And:

- They will carry out their activity taking into account the significant opportunities and risks that arise from an environmental perspective.
- They will work to minimize their direct negative impact on the environment.
- When applicable, they will use environmentally friendly technologies.
- When the activity of the supplier and the nature of the services provided may have a significant impact on the environment, IBERLAYER may request to know the preventive measures applied and the systems to identify, manage and minimize the negative environmental impacts of its activities.
- Suppliers will promote the rational use of energy and efficiency in the use of basic resources, maintaining a preventive approach that reduces the environmental impact of their operations and safeguards natural resources.

To comply with the above, Suppliers must commit to:

- To improve environmental awareness among all employees
- To continually improve its environmental performance, for which it must apply and require measures such as:
 - o Save electrical energy
 - o Take care of water use
 - o Recycle to care for the environment
 - o Reduce CO2 emissions
 - o Use sustainable packaging
 - o Meet or exceed legal environmental requirements.
 - o Cooperate with the supply chain to avoid environmental risks.
 - o Contact related parties often to obtain constructive feedback.

3.5. CONFIDENTIALITY AND SECURITY OF INFORMATION

Suppliers must preserve and protect the confidentiality of the information they receive as a result of carrying out commercial activity with IBERLAYER and will comply without exception with current legislation on data protection and intellectual property.



IBERLAYER guarantees at all times the right to data protection of its employees and that of the natural persons who make up its interest groups, protecting and making appropriate use thereof, respecting in all cases the legislation applicable in each circumstance.

We demand that our suppliers comply with the applicable legislation regarding data protection and privacy and that they carry out data processing within the framework of the contractual relationship with IBERLAYER. By doing so, each provider agrees to access confidential information or personal data information through appropriate means. This information must be kept secure and accessible only to employees or collaborators of the provider with a legitimate need to access and use it.

Suppliers will not disclose, transfer, or share confidential information or information about personal data that they have in their possession without express consent from IBERLAYER.

We expect our suppliers to safeguard the confidentiality of the information they access as a result of their relationship with IBERLAYER in the performance of their professional activity, including personal data, sensitive business information or privileged information.

Suppliers must ensure that they implement the necessary information security measures to ensure that both the digital information contained in their systems and the documentary type have adequate protection based on their level of confidentiality. Additionally, they must guarantee that they have an effective control model that verifies the effectiveness of the security measures implemented and that said model is reviewed and updated with appropriate frequency.

4. CORPORATE IMAGE AND REPUTATION

IBERLAYER considers its image and corporate reputation as one of its most valuable assets to preserve the trust of its associates, employees, suppliers, authorities, and society in general.

IBERLAYER suppliers undertake to take the utmost care to preserve the image and reputation of IBERLAYER in their professional performance, making appropriate and correct use of it, both by their employees and in the case of subcontracted companies.

5. COMPLIANCE AND ADHERENCE

5.1. COMPLIANCE

This Code is mandatory for all IBERLAYER suppliers or subcontractors.

In the event that a breach of the Code is detected, it must, after written notification to IBERLAYER through the channel enabled for this purpose, remedy it if it is within its power, as soon as possible. If said breach is not remedied within thirty (30) calendar days after said notification, it will be considered that the Supplier has breached its obligations and IBERLAYER will have the right to terminate the contract that it may have signed with such supplier.

The Supplier will inform IBERLAYER without delay of any breach or suspected breach of the Code of Conduct. If a supplier or subcontractor observes, knows or suspects activities that may violate this General Code, they must communicate the information available by email to the address: dpo@iberlayer.com.

IBERLAYER will have the right to conduct audits in accordance with this section to verify the supplier's compliance with the Code.

5.2. ACCEPTANCE AND ADHESION

The Supplier acknowledges having read and understood the terms and conditions expressed in the Supplier Code of Conduct and confirms its acceptance, adherence and commitment to compliance with it.

Failure by the supplier to comply with the contents of this code may have different consequences in the contractual relationship with IBERLAYER.

Depending on the seriousness of the non-compliance, these may range from a mere warning, and may extend to disqualification as an IBERLAYER supplier, without prejudice to other legal or administrative actions that may be applicable.

6. VALIDITY

This document will remain in force until a new update is approved or its repeal is carried out. It will be reviewed periodically and will be updated in the Supplier Area of the corporate website: www.iberlayer.com. This document is in force since 07/08/2020, the date on which it was approved by the Executive Directorate.