

Supplier Code of Conduct

1. Introduction

Soltec Power Holdings S.A. and its subsidiaries (hereinafter called “Soltec Group” or “the Group”) have a high degree of commitment to compliance with the highest standards of business ethics.

In relation to its supply chain, which includes both component suppliers and work and service subcontractors (hereinafter called “Suppliers”, in the plural, and “Supplier” in the singular), this document seeks to establish what the Group expectations of them within the framework of the contractual relationships that may be established, thus becoming a guide of conduct for the Suppliers.

In this sense, the Supplier Code of Conduct (hereinafter called the “Code”) is part of the Group's set of rules that make up its Corporate and Tax Compliance program and, in general, its corporate policies.

2. Goals

With this Supplier Code of Conduct, the Soltec Group seeks to establish guidelines to guarantee the control and management of risks, real or potential, current or future, that may arise from purchasing activities, both materials and services, as well as such as ensuring that the Group's principles and values are reflected in any type of commercial relationship carried out.

3. Principles

Below are the principles that the Soltec Group asks its suppliers, both of materials and services, to respect, share and ensure that they are not violated either in their own operations or by the operations of third parties linked to their supply chain.

3.1 Protection of Human Rights

The Soltec Group considers that respect and protection of Human Rights is fundamental, as included in the Universal Declaration on

United Nations Human Rights. Therefore, Suppliers are expected to act with the same due diligence in all their activities and pay special attention to the following fundamental rights:

- **Forced labor.** Forced labor is labor performed by a person against their will, which can occur even if it has been initiated voluntarily. This circumstance can occur for very diverse reasons (e.g. deception, threats, withholding of documents, etc.) and clearly affects the dignity of people and their various fundamental rights. The Supplier must not only show a firm commitment against forced labor but also dedicate resources to verify that neither within itself nor in its own supply chain is there the slightest connection with it.
- **Child Labor.** The Group rejects any type of conduct that could, directly or indirectly, imply a violation of the rights of children and, specifically, expressly and clearly opposes child labor, which the Supplier rejects and undertakes to combat in its business environment.

- **Freedom of association and collective bargaining.** Freedom of association or union, as an essential and key right in the work environment, as well as the right to collective bargaining, must be especially preserved by the Supplier.

3.2 Labor rights and adequate working conditions

Respect in the broad sense of the labor rights of workers is the minimum that the Group expects from its Suppliers, with their promotion and development being above applicable standards and agreements, attitudes that may be taken positively into account. by the Group when making awards. In particular, Suppliers are expected to:

- **Security and health at work.** The Supplier must guarantee that its personnel work in safe and healthy conditions. To this end, the Supplier undertakes to provide its staff with both training and the necessary means of protection to carry out their work safely, as well as having facilities that comply with the applicable regulations in this matter.
- **Equal opportunities and non-discrimination.** The Supplier undertakes to promote equal opportunities within the organization, guaranteeing non-discrimination based on sex, race, ethnicity, age, disability, sexual orientation or any other reason that may cause discrimination.
- **Fair remuneration.** The Supplier guarantees that the salary and benefits of its personnel comply with the legal regulations of the jurisdictions in which it operates.
- **Compliance with legislation.** The Supplier undertakes to comply with the applicable legal regulations regarding the working conditions of its employees (working hours, salaries or other existing benefits) in all locations where it operates.

3.3 Environmental and Biodiversity protection.

The Supplier must comply with applicable legislation on environmental matters. To this end, the supplier is expected to establish measures that minimize its possible negative environmental impact, paying special attention to the following factors:

- **Control of CO2 emissions** produced by its activity.
- Establish mechanisms to guarantee efficient **energy consumption**.
- Adequate **waste** management, especially in the case of hazardous waste.
- Control of possible risks of air, soil and water **pollution**.
- Efficient use of natural resources and apply a **circular economy** approach.
- Establish **biodiversity** protection mechanisms, considering the principle of no deforestation.

3.4 Business Ethics.

The Supplier undertakes to act in an ethical, transparent and responsible manner, establishing internal policies and procedures that guarantee exemplary conduct in its activities and among its employees, paying special attention to the following aspects:

- **Corruption and Bribery.** The Group has a strong commitment against corruption and bribery, having approved an Anti-Corruption Protocol that applies in its relationships with Suppliers and which is freely accessible through the Soltec corporate website (https://soltec.com/uploads/2023/07/Protocolo-Anticorrupcion_es.pdf). The Group expects and demands from its Suppliers an equal or greater commitment in their relationships with third parties.
- **Conflict of interest.** A conflict of interest exists when a person's particular interest may interfere with the correct exercise of their functions or responsibilities because they may obtain a benefit for themselves or for a third party with whom they have a relationship. This situation must be avoided by the Supplier at all times and in this sense it is necessary to sensitize the Supplier's staff with this figure and the most common typologies that may occur.
- **Anti-competitive practices.** The commitment not to engage in actions that may result in collusion with potential competitors, with the purpose of limiting the effects of competition in the market, including, but not limited to, price fixing and monopoly activities.
- **Data Protection.** The Supplier undertakes to keep the most absolute secrecy regarding the personal data to which the Group has access, to provide it only to authorized personnel and to observe all legal provisions contained in current regulations.

3.5 Procurement in conflict zones and high-risk areas.

The Supplier undertakes not to contribute to human rights abuses in high-risk areas, in line with the Guidance on due diligence for European Union companies to address forced labor risks in their operations and supply chains; the OECD Due Diligence Guide for Responsible Mineral Supply Chains in Conflict Zones and High Risk Areas, and the United Nations Global Compact Guide on Responsible Business in Conflict Zones and High Risk Areas.

The Supplier must commit to policies and procedures to avoid direct or indirect contribution to human rights abuses and adverse environmental effects.

Supplier must develop and adopt a binding plan with suppliers or other business partners to credibly obtain and verify information on the origin of raw materials. If the origin remains unknown afterwards or is declared as coming from a high-risk area, suppliers should assess whether independent access to the workplace and employees is feasible, to gather information and conduct workplace assessments. If not, direct suppliers should consider sourcing materials from commodity traders outside the high-risk area.

4. Compliance

Compliance with this Code by the Group's Suppliers is an essential condition for the establishment and maintenance of relationships with them. To such an extent that, in the event of non-compliance, the Soltec Group reserves the right to adopt the corresponding measures, from the termination of the contract to the legal actions that most correspond according to the specific case, as well as to verify or audit suppliers under the aspects included in this code.



In particular, any breach of the same must be communicated to canaldenuncia@soltec.com, from where each case will be evaluated and the appropriate measures will be taken.

This Code will be maintained on the Soltec Group corporate website permanently and will be periodically communicated and trained.

Mariano Berges del Estal

CEO

Madrid, on 27 June 2024