



Windar renewables

Code of Conduct for suppliers

Windar renovables

Statement

At Grupo WINDAR we have prepared and published the **Code of Conduct for Suppliers** with the aim of complementing and developing our **Supplier Relationship Policy**, becoming one of the fundamental elements for the sustainable and responsible management of our supply chain.

The objective of the Code of Conduct for Suppliers is to communicate to all suppliers and subcontractors the **fundamental expectations of Grupo WINDAR companies and workplaces** in terms of human rights, labor practices, the environment, corporate governance and the fight against corruption, throughout the time in which commercial relations are maintained with them. In this spirit, the Code of Conduct for Suppliers is intended to be a reference guide that includes a set of clauses that will guarantee the ethical and responsible behavior that suppliers and subcontractors must follow in their relations with the WINDAR Group companies, so that they are ethical, responsible and transparent.

In addition, this Code of Conduct for Suppliers aims to **improve the performance of suppliers and subcontractors**, through a commitment to comply with the obligations and recommendations of the regulations and applicable laws, standards, Governance and sustainability System and other approved Policies by the WINDAR Group Management.

Adherence to this Code of Conduct for Suppliers is a way of doing business in an ethical and responsible manner that allows us all to contribute to a more sustainable world, through compliance with the **Fundamental Principles of the United Nations Global Compact** to which Grupo WINDAR has voluntarily adhered, the **Universal Declaration of Human Rights**, the guidelines of the **International Labor Organization (ILO)**, as well as the **Sustainable Development Goals (SDG)** of the **2030 Agenda**, also set by the United Nations.

We understand that the collaborators of the WINDAR Group companies play an important role in the mission of becoming a benchmark leader in terms of sustainable and responsible management. We trust you and your commitment to conduct business in an ethical and responsible manner.

We hope you will become familiar with it and make sure you adhere to it.

Both the Code of Conduct for Suppliers and other relevant information are available to the public through our website: www.windar-renovables.com.

PURCHASING MANAGEMENT

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Surveillance of compliance with the Code

The clauses contained in the Code of Conduct for Suppliers

1. Will be mandatory and applicable to WINDAR's suppliers and subcontractors, regardless of their geographical location and the company to which they provide their services, or with which they have contractually agreed to a relationship.
2. These clauses are understood without prejudice to any other condition and additional requirement that may be established in the applicable legislation, the practices and regulations of the different jurisdictions where WINDAR develops its activities, as well as the contracts with each supplier or subcontractor. In the event of a conflict, they are expected to uphold the more stringent requirements, and communicate if they cannot meet them.
3. We will continuously ensure compliance with the clauses described in the Code of Conduct for Suppliers. We understand, however, that they will do so based on the different levels of progress and maturity that the supplier or subcontractor has.
4. For this reason we can supervise its compliance through audits, inspections and verifications when deemed appropriate and based on risk-impact criteria, or in cases of reasonable suspicion that the Code is not being complied with.
5. The supplier must be able to demonstrate, at the request of Grupo WINDAR, the fulfillment of its responsibilities through adequate records of its activities and that these are available if requested. All audits, inspections and verifications will be addressed without any interference, with the collaboration of the supplier and with absolute respect for the confidentiality of the information accessed.
6. The violation of this Code of Conduct for Suppliers may lead to the termination of the contractual relationship of the supplier or subcontractor with the companies of the WINDAR Group, apart from other legal consequences that their behavior may entail, depending on the legislation in force in the country in which the offense is committed.
7. Grupo WINDAR, in application of due diligence, is working to make a complaints channel publicly available to all people so that both suppliers and subcontractors, as well as their workers, can communicate conduct and behaviors that involve some type of non-compliance of this Code of Conduct.
8. We reserve the right to update or modify the content of this Code of Conduct for Suppliers periodically with the aim of introducing improvements in its performance. In case of doubts about the content of the Code of Conduct for Suppliers, you can contact your contact person at WINDAR renewables.

Communications with WINDAR

All communication regarding the clauses contained in the Code of Conduct for Suppliers will be processed and resolved from the WINDAR Purchasing area.

Only and exclusively the purchasing area of WINDAR is authorized in the organization to issue orders to the supplier, prior receipt and evaluation of the offers received, which is why the supplier must address exclusively the contact persons of said department, to issues related to their negotiation.

The supplier can report any violation of what is indicated in this code, through our WHISTLEBLOWING CHANNEL in website: <https://compliance.materh.com/windar>

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CLAUSE 0. General

We expect our suppliers and subcontractors to deliver all products and services in compliance with the quality standards and criteria required by Grupo WINDAR, its clients, or applicable requirements, as well as to:

- Inform their own workers on the content of the Code of Conduct for Suppliers, and that these in turn inform their suppliers of this.
- Diligently manage the risks and potential impacts related to human rights, fair operating practices, the environment and corruption, throughout their supply chain, and report as soon as they become aware of any conduct contrary to them or to the principles included in each one of the clauses of this Code of Conduct for suppliers.
- They have appropriate Management Systems and Policies for responsible supply and suitable reclamation.
- Do not adopt any form of retaliation (direct or indirect) against professionals or people who have communicated conduct that must be reported, unless they have acted in bad faith.

CLAUSE 1. Labor conditions

We respect the laws, collective agreements and sectoral regulations applicable in each of the locations where we operate, related to working hours, rest times, permits and compensation included therein. We expect our suppliers and subcontractors to:

- Verify that their employees have the necessary work permits, passports and other travel documents to carry out their activities.
- Guarantee a working day within the limits established by law or applicable collective agreements, ensuring rest time according to them.
- Provide minimum salaries and social benefits in accordance with the law, national and local agreements, or sectoral regulations, delivering a document (payroll) that clearly indicates the hours worked and compensation, in the language that the employees can understand.

CLAUSE 2. Forced labor and human trafficking

Under no circumstances will we allow the violation of people's labor rights, nor the performance of compulsory work or services by people who do not do it voluntarily, under deception or the threat of penalties, as well as, the trafficking of people within their businesses throughout the world. We expect our suppliers and subcontractors to:

- Take appropriate prevention measures in their own supply chain, acting diligently and ensuring that they do not engage in any form of forced labor or services, or participate in or derive benefits from forced labor or services.
- Guarantee that their employees have the ability to move freely during the development of their activity, and the right to cancel their employment contract giving reasonable notice.
- Do not prevent the payment of wages to your employees or retain personal documents such as passports, ID card, or bank cards that prevent the termination of the employment relationship or movement freely.



CLAUSE 3. Child labor

Child labor is socially and morally detrimental and interferes with the education of boys and girls. The use of child labor in our activities and businesses is prohibited under any circumstances. We expect our suppliers and subcontractors to:

- Refrain from hiring workers under the age of 15 or, in countries subject to the developing country exception of ILO Convention 138, hire workers under the age of 14. They will have reliable mechanisms to verify the age of their workers.
- They do not benefit from the use of child labor in their operations or those of their supply chain, guaranteeing that if work with minors is allowed, only work is carried out without any danger, without added hours and without night work.
- In case of finding child labor in your operations or supply chain, establish processes that remedy it and guarantee the best interest of the minor involved.

CLAUSE 4. Non-discrimination and equal opportunities

We expect our suppliers and subcontractors to:

- Avoid injustices, incidents or inappropriate acts towards people or groups of people for reasons of race, gender, age, sex, ideology, sexual orientation, language, religion or disability, for which it will ensure that work spaces are free of any type of discrimination, that are diverse and inclusive.
- Protect equal treatment and opportunities as fundamental rights and adapt your work spaces in this direction.
- Treat all their people with equal opportunities, with dignity and with due respect, not tolerating any type of unacceptable behavior of abuse, exploitation, threats, coercion, mental or sexual harassment, discrimination (including gestures, language and physical contact of sexual character).
- Hire or promote your employees based on criteria such as education, skills, abilities and experience, not discriminating against people when making decisions.

CLAUSE 5. Harassment and violence

We fight to abolish all behavior understood as offensive or humiliating in the workplace and in any of its forms: written, verbal, physical or psychological, produced both intentionally and accidentally and which generates economic, physical damage, psychological, sexual or of another type to the persons or groups of persons.

We position ourselves in the line of prohibiting and avoiding all kinds of harassment, violence, bullying and intimidation against people or groups of people and we hope that our suppliers and subcontractors:

- Foster and promote workplaces free of any form of harassment or violence by integrating commitments and guaranteeing the formation and training of its employees on harassment.
- Implement mechanisms for your employees to anonymously raise their claims.



CLAUSE 6. Freedom of association and collective bargaining

We support respect for the rights of employees in relation to voluntarily and freely joining associations, groups or unions that represent workers in the protection of their labor interests, as well as to bargain collectively with the aim of establishing effective and constructive channels of dialogue on the terms and conditions of work. We extend this principle to our suppliers and subcontractors so that they do not interfere in any way, or limit, this fundamental right:

- Respecting the dignity, privacy and personal rights of each individual, through their right to form and affiliate (or not) to unions, freely choosing their representatives and bargaining collectively, without causing reprisals and discrimination for joining unions, or participating in collective bargaining.
- Allowing worker representatives to raise job-related issues with management and promoting the cooperation necessary to negotiate in good faith with worker representatives.

CLAUSE 7. Occupational Health and Safety

WINDAR is committed to applying and improving the health and safety of people throughout its supply chain. Through contracts and orders with your suppliers and subcontractors, our expectations and minimum health, safety and environmental requirements are clearly established. We hope that our suppliers and subcontractors:

- Ensure the right of their people to refuse to work in unsafe places and environments, and in no case compromise their safety and health by adopting routes to shorten deadlines and thus meet business objectives.
- Always act in accordance with the applicable regulatory standards, both national and international, related to occupational health and safety, providing safe and healthy workplaces and environments for their people, avoiding their overexposure to chemical, biological and physical hazards, among others.
- Ensure that your employees do not enter your facilities under the influence of alcohol or drugs.
- Provide their workers with the training and personal protective equipment (PPE) necessary to carry out their functions safely and protecting the environment, without in any case transferring the costs of the necessary training and PPE to employees.
- Implement a Health and Safety Management System based on recognized standards such as ISO 45001, which contains policies, procedures, risk assessments and incident monitoring.
- Develop best practice practices and provide training to your staff in first aid and emergency situations.
- When accommodation is provided on-site, it must be suitable and safe, while taking cultural and gender differences into account and allowing for privacy and well-being. Living conditions must comply with local and national laws, industry standards and any relevant collective bargaining agreements, where applicable.
- Provide your staff with the necessary means to carry out their work as contracted and respond for any injury for which they are responsible by action or omission, especially as a consequence of not having adopted the appropriate preventive measures to avoid them. Subcontractors not under our control, keep a record of injuries and investigations that have occurred.



CLAUSE 8. Participation in the local community

We understand that the local communities where we operate geographically have rights, interests or concerns, especially social and environmental concerns for the activities and projects that we develop.

These local communities expect a proactive and respectful commitment to them from the company. Therefore, we will respect these rights, including if indigenous or vulnerable peoples exist and are affected. We expect suppliers and subcontractors to:

- Help promote the social and economic development of the local communities where they operate, ensuring livelihoods based on natural resources, in the areas where they operate.
- Avoid negative impacts on the human rights of local communities.
- Do not discriminate against local communities and listen and consider their views with due respect and in a culturally appropriate manner, particularly indigenous communities (where applicable).
- Establish mechanisms to respond to complaints and claims from community members and avoid reprisals against them for raising them.

CLAUSE 9. Conflict minerals

Our activities do not include obtaining metallic materials or minerals directly from conflict zones. However, the products we supply may contain elements, components or parts that do contain small amounts of minerals and metals, so they could come from high-risk areas affected by armed conflicts, terrorism, war zones, politically unstable areas and violence or generalized repression towards people.

In these areas, violations of human rights and international law are common, which is why they are known as “Conflict Minerals” areas. In this sense, we promise not to be linked to damages on these rights, and for this, we have established a "Conflict Minerals Policy" available on its website: www.windar-renovables.com.

We expect our suppliers and subcontractors to:

- Ensure that minerals and metals used in their products and from their suppliers, such as tin, tantalum, tungsten and gold, do not come from areas in these zones.
- They will act diligently on the origin of the minerals and metals in their supply chain.
- They will collaborate by providing all the information that evidences the measurements and origin of the minerals and metals.



CLAUSE 10. Environmental protection

Given the challenges that we currently face in reference to the environment, especially Global Warming of the planet and the fight against Climate Change, we have adopted a clear responsible commitment evaluating the impact of operations and activities with the aim to prevent all types of pollution and continuously improve its environmental performance. In this sense, we seek that our suppliers and subcontractors support the objectives and commitments that we have acquired in this matter, as well as the Climate Change, Biodiversity, Water Use and Circular Economy Policies, which are available through our website, www.windar-renovables.com.

We expect our suppliers and subcontractors to:

- Identify and comply with applicable laws and regulations, as well as WINDAR environmental requirements regardless of whether the latter are higher than local laws, obtaining and maintaining all necessary and applicable licenses, authorizations and permits to your activities.
- Operate in accordance with an Environmental Management System such as ISO 14001 or similar that continuously improves and has clear environmental policies, based on the products and services supplied, which include action mechanisms to respond to environmental emergencies.
- Assess your environmental performance to ensure efficient use of natural resources.
- Manage and reduce your waste and CO2 emissions, including the principles of reuse and recycling.
- Identify and manage hazardous substances, ensuring their proper handling (transfer, storage, recycling or reuse) and disposal under safe conditions. These dangerous substances will be replaced by others with less danger when possible.
- Report when accidents or environmental incidents occur during the manufacture of products and development of the services provided to WINDAR.

CLAUSE 11. Free competition

We respect and comply with all applicable laws and regulations regarding free competition, understanding that non-compliance is a violation that can cause significant negative impacts on the trust of our customers and suppliers. We hope that our suppliers and subcontractors do not participate in concerted and illegal actions with other competitors, clients or commercial partners, where agreements are reached for the fixing of prices, the distribution of the market, or else, they maintain a dominant position, which, entails abuses considered anticompetitive.

CLAUSE 12. Conflicts of interest

On certain occasions, a conflict may arise due to the personal or private interests of a supplier, with the intention of influencing decisions while acting for Grupo WINDAR, generating a possible field of unequal competition and therefore, if not controlled becoming a case of corruption. These personal or private conflicts may consist of close relationships with WINDAR employees, such as family members or friends, or even employees who in the past belonged to WINDAR and are now suppliers. For this reason, it is important that business activities carried out with our suppliers are carried out in the interest of the company. We hope that our suppliers and subcontractors:

- Avoid conflicts of interest, openly applying the principle of transparency and when faced with conflicts of interest, notify Grupo WINDAR.
- Maintain mechanisms that guarantee their independence and submission to applicable laws and regulations, when possible conflicts of interest are detected.



CLAUSE 13. Corruption, Bribery and payment facilitation

We understand that offering money, gifts or objects of certain value to your professionals, with the aim of influencing decisions and obtaining advantages, for personal or professional benefit, constitutes an unfair and illegal. We will consider these offers as a bribe that can significantly damage our reputation, the trust of customers and suppliers, as well as affect local communities by increasing unfair competition and inequality. For this reason, we prohibit suppliers and subcontractors, as well as any person acting on behalf of Grupo WINDAR, from offering or receiving bribes and payments to facilitate, ensure or accelerate decision-making in certain processes. This includes public officials. Although these payments can be small amounts and are often part of local culture or custom, they undermine the fair and efficient functioning of governments and social services. We expect our suppliers and subcontractors to:

- Apply a zero tolerance policy to any form of corruption, extortion or bribery, acting in accordance with applicable national and international competition law.
- Prevent price imposition agreements or distribution of clients, markets or bid rigging.
- Question the legitimacy and reject any offer, bribe or facilitation of an unjustified payment and report it, through the appropriate reporting channels established by WINDAR.
- They do not justify an illegal conduct or act that contravenes what is established in the Code, taking refuge in the order of a hierarchical superior or of any WINDAR professional.

CLAUSE 14. Money laundering

Grupo WINDAR has the firm will to comply with all existing regulations regarding the prevention of money laundering and financing of terrorism, so that it will only maintain contractual relationships with respectable, dedicated third parties (suppliers or customers) to legal activities and whose funds come from equally legal accounts. The extent and depth of verification work by the WINDAR Group will vary depending on the nature of the service or the purpose of the operation and the amount thereof.

In this sense, we want our suppliers to ensure that they do not accept forms of payment that have been or may be identified as forms of money laundering. To this end, the measures to combat money laundering imply, for all professionals who provide services for GRUPO WINDAR, each one based on their responsibilities and functions:

- Contract only with respectable third parties, involved in legal business and whose funds come from recognized sources.
- Always use acceptable forms of payment, complying with current regulations on operations and contracts.
- Prohibit the use of anonymous checking accounts.
- Report immediately, as soon as you suspect that there is money laundering activity.
- Adopt precautionary and control measures regarding payments and collections from or to bank accounts domiciled in tax havens.
- Verify, in any case, before making any payment, that the bank account coincides with the one designated at the time the corresponding contract was entered into and that any subsequent modification of it has been adequately verified and verified in terms of ownership, with the corresponding authorizations to proceed with its change.

In case of any legal doubt, the WINDAR Group will be consulted immediately (especially if there are transactions with an international element involved).



SECTION 15. Hospitality and gifts

Gifts, gifts and hospitality are, in some cases, common ways of building business relationships. However, they can create expectations of receiving favors in return and be considered a bribe, which exposes Grupo WINDAR and its suppliers to reputational risk and loss of trust, in addition to other legal risks. We expect our suppliers and subcontractors to:

- Any gift or present offered to WINDAR employees will be appropriate, economical, legal and infrequently made. Hospitality to WINDAR employees will have a clearly commercial purpose with no intention of unduly influencing decisions on the award process. Both gifts and hospitality will be offered outside of periods of commercial commitments, never during the order award process or contract renewal.
- It is prohibited to deliver gifts or their equivalents (cards) in cash.

CLAUSE 16. Security of information

For WINDAR it is essential to protect the information it handles during the performance of its activities and throughout its supply chain. We understand that our security mechanisms and tools are not sufficient for this, and for this reason, our suppliers and subcontractors must act responsibly when information is transmitted to them, establishing the necessary mechanisms to safeguard it and stop threats, especially digital ones. We expect our suppliers and subcontractors to:

- Act appropriately, truthfully and transparently, providing WINDAR with accurate information on any cybersecurity threat.
- Respect WINDAR's information safeguards and security controls and protect the information provided to them, including intellectual property and confidential business information.

CLAUSE 17. Data privacy

We ensure the integrity of the personal data of our employees, as well as those belonging to clients, collaborators and commercial partners, ensuring that all of them are treated in accordance with the applicable data protection laws and adopting mechanisms and measures to ensure that all of them are processed securely. We hope that our suppliers and subcontractors:

- Share the commitment regarding the protection of personal data.
- Protect the privacy of the data of your employees, own suppliers when collecting and processing them.
- Comply with applicable data privacy laws.

CLAUSE 18. Export control and sanctions

Currently in the world, you can identify people, companies, organizations, countries or their governments, on which there are export control laws, with limitations or sanctions of all kinds, including economic ones, that prevent WINDAR and its suppliers from collaborating commercially with them. It is essential that our suppliers act diligently when selecting their own suppliers and avoid the participation of individuals, companies, organizations from sanctioned countries.

We expect our suppliers and subcontractors to:

- Comply with export control laws, as well as applicable limitations and penalties.
- Collaborate with WINDAR in managing the risks and impacts related to export control laws.



WINDAR's crime prevention model

Through this Code of Conduct for suppliers and as a supplier of any of the WINDAR Group companies, we inform you that we have a Crime Prevention System, the result of our fundamental commitment to comply in our actions and in relations with third parties, all applicable laws. Said Crime Prevention System is integrated, among others, by the Crime Prevention Model, the Compliance Policy and other specific corporate policies to be followed by our staff, managers and WINDAR administrators.

For this reason, as a WINDAR provider, it will act, in any case, complying with the aforementioned Crime Prevention System and adopting those measures required by it in its relationship with its own internal organization and with third parties. As a supplier, you agree to respect the ethical and crime prevention principles adopted by the WINDAR Group in its Compliance Policy.

Failure to comply with current legislation by third parties with whom the WINDAR Group contracts, will result in the automatic termination of the contractual relationship.