

SUPPLIER CODE OF CONDUCT

Ingeteam

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01 MESSAGE FROM INGETEAM'S BOARD OF DIRECTORS

January 1, 2025

Ingeteam is committed to the values of integrity, honesty and trust in all conduct, activities and business relationships carried out by its employees, as reflected in its Code of Conduct. In this sense, Ingeteam adheres to compliance with the 10 Principles of the United Nations Global Compact.

This Supplier Code of Conduct requires these aspects of business conduct for Ingeteam's suppliers, which also includes all third parties with which it is linked as subcontractors, commercial agents, consultants, similar and finally associated with any of the aforementioned (hereinafter generically referred to as "Suppliers").

The services and products supplied by Ingeteam's Suppliers are an essential part of the value chain provided to its customers, and therefore they are required to be equally committed to strict compliance with the legislation, to the same ethical values of defence of human rights and integrity, protection of intellectual and industrial property, of safety, health and the environment, as well as not using minerals from conflict zones.

The Board of Directors expects that all Ingeteam suppliers must achieve the highest ethical standards, behave with professionalism and integrity, observe the provisions of the Code of Conduct and the Ingeteam Supplier Code of Conduct (available on www.ingeteam.com) and raise the whistleblowing channel (conducta.corporacion@ingeteam.com) any case, concern or suspicion of non-compliance with both Codes of Conduct or any related regulations.

In this regard, the Board of Directors of Ingeteam requires Ingeteam's Suppliers to accept and strictly comply with the provisions of this Code, the Code of Conduct. In addition, Vendor agrees to comply fully with all related laws both in the jurisdiction in which it is registered as well as in the jurisdiction where the Purchase Order or Contract is to be performed, as well as compliance with the Supplier's Code of Conduct or Code of Conduct.

In the event that the Supplier, or any employee acting on its behalf breaches these matters, especially in cases of Fraud, Corruption, Conflict of Interest, Human Rights, Intellectual and Industrial Property, HSE, Cybersecurity and Mineral Conflict, Ingeteam shall have the right to cancel or terminate the Purchase Order or Contract with the right to recover from the Supplier any additional costs that Ingeteam has incurred as a result of such Early termination. In such a case, the Supplier shall also waive any claim for payment under the agreement, including payments for supplies or services already made. Ingeteam shall not be liable for any claim, loss or damage arising out of or related to the Supplier's failure to comply with these matters.

02 REQUIREMENTS FOR ACTION BY SUPPLIERS

The requirements demanded of suppliers in the field of Ingeteam's conduct and integrity are as follows:

LAW ENFORCEMENT

Suppliers must at all times comply with applicable local or jurisdictional laws, as well as extraterritorial if applicable.

HUMAN RIGHTS, FAIR WORKING CONDITIONS, NON-DISCRIMINATION

Suppliers must comply with internationally recognised human rights, as well as the basic labour principles set out in the Conventions of the International Labour Organisation. To this end, they must design and execute policies and procedures for compliance, especially in the following areas:

- Rejection of child labor and prohibition of the acquisition of any products manufactured with child labor in line with local legislation and the International Labor Organization.
- Rejection and prohibition of forced or compulsory labor, in subhuman conditions, against their will or under threat of some penalty.
- To provide its employees with the right and freedom of association and collective bargaining.
- To have fair conditions of recruitment, remuneration and compensation in accordance with professional performance, as well as to facilitate conciliation as far as possible.
- Guarantee equal opportunities for all employees and non-discrimination: Rejection and reprimand of discriminatory behaviour for any reason (sex, race, ideology, religion, origin, etc.), as well as workplace and sexual harassment.
- The provider must promote an inclusive and respectful environment, guaranteeing equal treatment and opportunities for all people, regardless of their sexual orientation, gender identity or expression, including the LGTBIQ+ community, ethnic origin, religion, disability, age, marital status or any other personal or social condition.
- The supplier undertakes to comply with the applicable regulations in these matters, as well as measures to raise awareness and train its employees and collaborators on the importance of diversity, mutual respect and human rights.

ETHICS IN BUSINESS RELATIONSHIPS

Ingeteam's Suppliers must have a system of procedures and good practices that guarantees the identification and classification of operational and legal risks with sufficient surveillance and control measures to prevent, detect and investigate incidents due to lack of integrity, especially in the field of corruption, as well as comply with all the requirements of current local and extraterritorial legislation. Especially in the following areas:

- Strict compliance with local anti-corruption regulations, as well as the effects of their extraterritoriality, especially the "United Kingdom Bribery Act" (2010) and the "United States Foreign Corrupt Practices Act" (1977) as well as regulatory developments to implement the OECD Anti-Bribery Convention.
- Measures to ensure the prohibition of any kind of offer or promise, either directly, indirectly or through a third party, of any kind of corruption, gift or compensation by the of the Supplier to its staff employed by Ingeteam, related third parties, officials or public officials.
- Have a policy of gifts, commercial hospitality and hospitality where it is regulated that they must be of a fair and proportionate value, and are not relevant or influential to the business relationship.
- Obligation to register and safeguard all documentary support related to the business relationship for a period of 5 years, and to be available to provide additional information that may be required during the duration of the business relationship and the five years thereafter.
- Not to engage in anticompetitive activities, unfair competition or non-compliance with antitrust laws, price-fixing agreements, market or customer distribution, manipulation of tenders or tenders or any other conduct that influences free competition.
- To avoid and act in the event of Conflicts of Interest or independence that the Supplier may have with Ingeteam.

RESPECT FOR INTELLECTUAL AND INDUSTRIAL PROPERTY, INFORMATION SECURITY AND PROTECTION OF PERSONAL DATA

Regulatory compliance and protection of the industrial and intellectual property of Ingeteam and other companies with which it has business relations. The Supplier is obliged to report the improper use of industrial and intellectual property by it, or by a third party of which it has become aware

All information and documentation owned by Ingeteam will be treated as reserved and confidential, and may not be distributed to third parties except with written authorisation from an authorised person of Ingeteam.

CYBERSECURITY AND INFORMATION SECURITY

Ingeteam works in sectors that require vigilant cybersecurity measures, and any compromise of information, whether malicious or not, can pose a serious threat to Ingeteam or its customers. Ingeteam will actively seek Suppliers who are committed to the highest level of Cybersecurity in their own operations and in their supply chain, and in those of any subcontractors or suppliers. To this end, Ingeteam expects its Suppliers to conduct their activities in a manner that protects Ingeteam's information and operations.

Ingeteam expects in particular that:

- Suppliers must ensure the protection, confidentiality, integrity and availability of the information provided by Ingeteam. This includes compliance with all applicable security policies.
- Vendors should implement a process to identify and manage emerging and evolving cybersecurity risks, as well as periodically review such risks to develop strategies to detect, prevent, and respond to them. Suppliers must minimise the risk of incidents affecting the products and services provided to Ingeteam.
- Suppliers must implement required security controls and related monitoring systems to prevent, detect, and respond to security incidents. At a minimum, Suppliers must implement controls to protect Ingeteam's and/or our customers' data from unauthorized access, use, damage, and disclosure. Suppliers should periodically review the effectiveness of the security controls in place. Suppliers must use reasonable efforts to protect confidential information from loss, theft, unauthorized access, alteration, or disclosure; This should include an appropriate organization, processes, and systems to manage risk, monitor compliance, and effectively report and respond to any incidents.
- Suppliers must comply with applicable laws regarding data, Cybersecurity, or any additional requirements of our customers/end users, or contracts under any Public Authority.
- Suppliers must have Policies and Procedures in place to ensure compliance with any regulations, have a healthy work environment, employee protection and occupational risk prevention measures, as well as action protocols for the materialization of risks and train their employees in these matters.
- Establish policies, procedures, and plans for the protection and safety of employees in emergency and crisis situations, and ensure the safety of their employees.
- Have an environmental risk management and prevention system, with the implementation of an effective environmental policy that complies with all current legislation and regulations, especially in the field of waste, discharges and toxic emissions with the aim of reducing the environmental impact derived from its business activity.

NO USE OF CONFLICT MINERALS

Ingeteam's policy states that manufactured products must not contain minerals or raw materials from a conflict zone and that no forced or child labour has been used in their extraction:

- Establish policies and procedures to ensure that mineral extraction and its sources are verified and out of conflict.
- Record and document the supply chain of minerals that may be required from the Supplier.

COMPLIANCE WITH EXPORT CONTROL LAWS

Ingeteam expects all of its suppliers to comply with all applicable trade restrictions and sanctions regulations, including, but not limited to, the regulations of the European Union, the United States and any other relevant jurisdiction of the order, offer or contract.

Ingeteam's Policy states that its manufactured equipment must not contain any element or supply from any company, sanctioned individual or belonging to a sanctioned jurisdiction. Any Supplier undertakes to provide Ingeteam, upon request, with all the documentation and information necessary to demonstrate compliance with these regulations.

SUPPLIER RESPONSIBILITY TO YOUR SUPPLY CHAIN

Ingeteam's suppliers are expected to include in their purchasing and evaluation policies of their subcontractors and suppliers environmental, social, respect for human rights, minerals in conflict zones, have measures in place to prevent and detect unethical behavior such as corruption, as well as any other relevant issue regarding their social and environmental responsibility.

03 SUPPLIER RESPONSIBILITY

Suppliers who have a business relationship with any of Ingeteam's companies must accept and strictly comply with the provisions of this Supplier Code of Conduct, and as far as possible attach it to the contracts signed with Ingeteam or the link where it is hosted on the Ingeteam website (www.ingeteam.com). Specifically, they undertake to:

- Accept and comply with the provisions of this Code.
- Participate in and facilitate verification and audit activities.
- Implement the corrective and remediation actions proposed by Ingeteam.
- To report any breach of any aspect contained in this Code, either by the Supplier or by a third party of which it has become aware.

Failure by the supplier to comply with the principles set out in this Supplier Code of Conduct will be considered a serious breach of ethical standards and may lead to corrective measures, including the possible unilateral termination of the business relationship with Ingeteam.

04 COMMUNICATIONS THROUGH THE WHISTLEBLOWING CHANNEL

Communications are submitted through the Complaints Channel by email that will reach the Ethics&Compliance Committee directly: conducta.corporacion@ingeteam.com

The alternative by post is also enabled for those who wish to do so:

- **Ingeteam's Whistleblowing Channel**
- **Ethics&Compliance Committee**
- **Parque Tecnológico de Bizkaia, Edificio 106 CP 48170, Zamudio, Spain, Spain**

The communication does not have an established model but must contain the following information:

- Detailed explanation of the incident, concern or irregularity identified, as well as all the supporting documentation or evidence available.
- Where appropriate, identification of the responsible parties or affected persons.

As a general rule, communications of an anonymous nature, or where the identification of the complainant is defective, will not be accepted. However, the Ethics&Compliance Committee may uphold it after assessing the circumstances and facts of the communication.

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