

SUPPLIER PROTOCOL

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1.- INTRODUCTION

ZABALGARBI needs different SUPPLIERS to provide goods and/or services in order to implement the activities making up its corporate purpose.

ZABALGARBI, in keeping with its Social Responsibility, Good Governance and Regulatory Compliance reflected in its Ethical Code, requires its SUPPLIERS to respect the principles and values therein.

2.- PURPOSE AND SCOPE

The purpose of this Supplier Conduct Protocol establishes the conduct and behaviour guidelines that ZABALGARBI requires its SUPPLIERS of goods and services to follow with the dual purpose of ensuring respect of the principles and values making up the ZABALGARBI CODE OF ETHICS and facilitating stable and long-lasting commercial relations leading to maximum satisfaction and mutual benefit.

3.- PRINCIPLES

The ZABALGARBI SUPPLIERS undertake to respect the principles and values established in the ZABALGARBI CODE OF ETHICS, which are:

- Good Governance
- Corporate Social Responsibility
- Regulatory Compliance
- Occupational Health and Safety
- Protecting the Environment
- Transparency

4.- BEHAVIOUR OF THE SUPPLIERS

The SUPPLIERS shall comply with the following obligations to ensure the correct application of the principles and values indicated in Article 3 above:

4.1. Transparency.

- The SUPPLIER shall be transparent as regards the general publications of its financial statements and its trade or business activities. Those publications shall provide comprehensive and accurate information.
- The SUPPLIER shall provide ZABALGARBI with accurate and sufficiently detailed information about their quality, along with the means used to ensure compliance of its contractual obligations, in the processes with ZABALGARBI to contract the sale of its goods and/or provide its services, as well as in the performance of the resulting contracts.

4.2. Information confidentiality.

- On the basis of reciprocity, the SUPPLIER undertakes to treat any information received from ZABALGARBI or from customers of the latter as confidential and to treat it for the sole and exclusive purposes of contracting the goods and services and the performance of the contract in question. The

Supplier shall not be required to treat as confidential any information that is in or comes from the public domain without any negligent or malicious intervention by the SUPPLIER.

- THE SUPPLIER shall abide by personal data protection legislation with respect to that type of data referring to ZABALGARBI employees, or for whose processing the latter is responsible, to which the supplier has access as the result of its selection, contracting and performance of the contract in question.

4.3. Anti-corruption rules.

- The SUPPLIER, its directors, managers, employees and associates shall abstain from promoting, offering to or giving, directly or through an intermediary, the directors, managers, employees or associates of ZABALGARBI or of its customers an unjustified benefit or advantage, of any type, for them or for third parties, in return for the supplier or a third party being unduly favoured when purchasing or selling goods, contracting services or in commercial relations.
- The directors, managers, employees and associates of the SUPPLIER shall abstain from receiving, requesting or accepting any unjustified benefit or advantage of any nature in return for its sub-suppliers or sub-contractors contracted as the result of the trade relations with ZABALGARBI and/or its customers.
- The SUPPLIERS, its directors, employees or associates shall abstain from offering or handing over gifts or remuneration of any other kind to any authority, civil servant or person holding public office in order for them to carry out an act contrary to the duties inherent to their post or an act related to their post, in order for them not to do or to delay what they should do, or in consideration of their post or position.
- The SUPPLIER, its directors, employees or associates shall abstain from influencing any civil servant by taking advantage of any personal relations with that civil servant or with any other public servant or authority in order to achieve a ruling that may directly or indirectly benefit themselves or ZABALGARBI.

4.4. Conflict of interest

- The SUPPLIER shall inform ZABALGARBI of any family, affinity, economic or personal relationship that any of its directors, employees or associates may have with the directors, employees or associates of ZABALGARBI or its customers.

4.5. With regard to industrial and intellectual property rights

- The SUPPLIER shall hold the patents, brands, licences and other intellectual and industrial property rights for the correct performance of its contract or contracts with ZABALGARBI and shall hold the latter harmless from any third-party claim as the result of the breach of industrial and/or intellectual property rights.

4.6. With regard to its employees

- The SUPPLIER shall not behave in any way that is deceitful or taking advantage of a situation of need, and shall not impose on its workers working or Social Security conditions that harm, suppress or restrict their rights recognised by legal provisions, collective agreements or individual contracts.
- The SUPPLIER shall not employ workers without duly registering them with the relevant Social Security system or, as applicable, without having obtained the relevant work permit.

- The SUPPLIER shall not illegally traffick workers.
- The SUPPLIER shall not recruit people or get them to leave their job by offering misleading or false employment or working conditions and shall not employ foreigners without work permits or under conditions that harm, suppress or restrict their rights recognised by legal provisions, collective agreements or individual contracts.
- The SUPPLIER shall not encourage or get anybody to emigrate to another country by means of a misleading contract or placement, or using any other similar deception.
- The SUPPLIER shall not seriously discriminate in private or public employment against anybody on the basis of their ideology, religion or beliefs, their belonging to an ethnicity, race or nation, their sex, sexual orientation, family situation, illness or disability, on the ground of being the trade union or legal representative of the workers, kinship with other workers of the company or the use of any of the official languages in Spain. The supplier shall duly restore the legally require situation of equality after being duly notified or an administrative penalty and shall repair any economy damage that may occur.
- The SUPPLIER shall not behave in any way that by means of deception or taking advantage of a situation of need implies preventing or restricting trade union freedom or the right to strike.
- The SUPPLIER shall never coerce other people to begin or continue a strike, by acting in a group or individually in concert with other people.
- The SUPPLIER shall not breach occupational health and safety standards. It shall not cease to provide the necessary means for workers to work according to the appropriate health and safety standards and act in any way that would seriously put their life, health and physical integrity in danger.
- The SUPPLIER shall respect and ensure that its employees respect Occupational Health and Safety standards that are applicable on the premises or at the facilities of the customer or ZABALGARBI where it provides its services. It shall ensure that its employees receive the appropriate training in that regard prior to the start of the relevant jobs.

4.7. As regards protecting the Environment

- The SUPPLIER shall comply with the laws, standards and regulations making up the environmental legislation applicable to the provision of the service contracted by ZABALGARBI, along with the internal rules, provisions or protocols established by ZABALGARBI or its end customer in relation to protecting the environment.
- The SUPPLIER shall have the necessary measures in place for the correct treatment and management of the waste generated by the provision of its services. It shall scrupulously respect the applicable regulations regarding air emissions and water discharges.

5.- COMPLIANCE, ASSESSMENT AND CONTROL

The SUPPLIER hereby undertakes to comply with this Supplier Conduct Protocol and inform its staff of the requirements established herein.

Serious or repeated failure to comply with the Supplier Conduct Protocol shall be deemed to be breach of contract. ZABALGARBI shall be empowered to terminate the contract or contracts entered into with the defaulting SUPPLIER.



Compliance by the SUPPLIERS of this code shall not exempt them from complying with the legislation, standards and regulations applicable to the provision of the service.

The SUPPLIER hereby authorises ZABALGARBI and the people authorised by the latter to control compliance of this Supplier Conduct Protocol, by facilitating access to the premises and the documents required to carry out that control.

Notwithstanding the above, the SUPPLIER may restrict access to the records and others areas containing confidential information about the SUPPLIER, their customers, their employees, as well as to any other record protected by data protection legislation.