

finerge

# SUPPLIERS CODE OF CONDUCT

# 1. OBJECTIVES & SCOPE

The Finerge Group (referred to as “Finerge” or “Finerge Group”) operates in the renewable energy market with ambition, responsibility and competitiveness, promoting respect for the principles of business ethics and sustainability. These principles also guide its relationship with its Suppliers, and all other parties sponsored by Finerge or which receive donations from it, as well as all parties that benefit from Finerge’s social welfare work and philanthropy.

Finerge’s Suppliers are selected in line with clear and objective principles. To that end Finerge has introduced internal procedures covering purchases and approvals, evaluation of suppliers and the contracting of goods and services.

Finerge has approved this Suppliers Code of Conduct which sets out the principles and general rules that must be met by suppliers, service providers and business partners. Adherence to and acceptance of the rules laid down in this Code shall be incorporated in the individual contracts entered into with Suppliers.

Suppliers shall adopt internal procedures to ensure they implement and abide by this Code, including all their employees. They shall also select their suppliers and subcontractors according to criteria in keeping and not conflicting with the criteria laid down in this Code. In addition, they shall make every effort to disclose the existence of and encourage compliance with this Code in their value chain. Whenever a Supplier resorts to subcontracting it shall remain liable for

the fulfilment of its obligations. The subcontract shall be dependent upon notice given to Finerge and upon the subcontractor committing itself to the Code and other relevant policies and procedures. The subcontractor’s commitment to the Code shall include it requiring any entities it contracts to abide by the rules of this Code.

Finerge reserves the right to monitor compliance with this Code. To that end Suppliers shall provide Finerge with all necessary and relevant information that it may reasonably request. Finerge may conduct audits and any other monitoring activities.

This Code shall be interpreted along with any other internal procedures provided by Finerge and the legislation and regulations applying at the time.

# 2. DEFINITIONS

For the purposes of this Code, the terms and expressions shown below shall have the following meanings:

**Code:** this Suppliers Code of Conduct.

**Finerge:** Finerge, S.A. and members of its Group.

**Suppliers:** all entities, including individuals and collective bodies, that supply or wish to supply goods and services to Finerge, on a permanent or temporary basis, as well as any entity subcontracted by Finerge and its business partners.

**ILO:** International Labour Organization.

### 3. COMPLIANCE WITH LEGISLATION, GOOD PRACTICE & ETHICAL STANDARDS

The Suppliers agree to ensure full compliance with the applicable legislation, including the national, European and international legislation specifically applying to them, as well as the operational, technical and sectorial procedures, plus the principles, values and good practice recognised by their sector or internationally. In particular, Suppliers shall ensure all their employees comply with all rules governing corruption, bribery and tax evasion, as well as competition. Suppliers also agree to adopt, abide by and promote the highest ethical standards.

### 4. ENVIRONMENT

Suppliers shall comply with the national and international legislation, applicable to the contract, in regard to environmental protection and shall acquire all certificates required by or suited to their business, and shall fulfil their contracts promptly, in line with Finerge's requirements. In addition, Suppliers shall act in a way that ensures their operations do not harm the environment, seeking to identify, assess, monitor and mitigate the environmental risks stemming from their business, to the extent possible and bearing in mind the scale and precise nature of the risk recognised by the Supplier through the identification and assessment. If any damage to natural or human components of the environment is foreseeable, Suppliers shall inform Finerge.

Whenever Finerge informs the Suppliers of, or publicly discloses, its environmental goals, Suppliers that act on behalf of or in conjunction with Finerge shall act in a manner that does not jeopardise the fulfilling of those goals.

Suppliers of the types of equipment acquired to pursue Finerge's business, including the principal and electrical equipment employed by the Group's renewable energy plants, shall be prized if they adopt circular economy and waste management policies, in particular when designing and developing equipment, when selecting materials, and when devising the means and procedures, as far as possible, for reusing, repairing and/or recycling equipment or parts thereof at the end of their useful life.

Suppliers are expected, whenever possible, to actively promote protection of biodiversity, to mitigate, adapt to and take action to combat climate change. To this end, and bearing in mind the scale, resources and precise nature of the risk of each Supplier's business, based on the risk assessment conducted by the Supplier, they are expected to adopt, whenever possible and in keeping with the applicable legislation, internationally recognised good practice, showing concern beyond the legal provisions, prioritising the rationalisation of energy and water consumption, adopting circular economy principles, including reducing, reusing and recycling resources and materials, sustainable waste management, as well as reducing greenhouse gas emissions, protecting biodiversity, among other matters that may be relevant.

A commitment to the adoption of good impact management practices and transparency is prized, especially in terms of calculating and reporting the carbon footprint relating to scope 1 and 2 emissions and, whenever possible, scope 3 emissions.

Employees should be given on-going environmental training, to ensure they have the knowledge needed for good environmental performance and knowledge of the risks and mitigation measures appropriate to the operations undertaken, as well as of the Finerge Group's environmental requirements.

## 5. SOCIAL

### HUMAN RIGHTS

Suppliers shall respect internationally recognised human rights, in particular those laid down in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights and the eight fundamental conventions of the ILO, as laid down in the ILO Declaration on Fundamental Principles and Rights at Work, and shall seek to ensure they are not involved in situations that breach them.

In particular, Suppliers shall ensure they are not involved in situations of child labour or forced labour and they shall not condone such practices. Under no circumstances shall workers under the legally established minimum age be hired and never under the age of fifteen, while always respecting the age corresponding to minimum compulsory schooling. Workers under the age of eighteen shall not perform work that by its nature or under the conditions it is performed could harm their health, safety or education. In addition, Suppliers shall guarantee not to resort to compulsory, slave or forced labour, including trafficking, recruiting, transferring or receiving of people through threats or fraud. No financial guarantee or original identity document may be demanded of an employee that could place them in a position of slave or forced labour.

Suppliers should pay special attention to vulnerable groups, in particular children, women, refugees, internationally displaced persons, stateless persons, ethnic, religious, linguistic or cultural minorities, immigrants, people with disabilities, elderly persons, people living with HIV, LGBTQI+, people living in poverty, and other groups that, historically, have been deemed more vulnerable or have traditionally been victims of breaches of their human rights and, consequently, require special protection to ensure equal exercise of their human rights.

They should also favour relationships with local communities and respect the rights of local communities, including, but not limited to, the right to property, security, health, a clean and healthy environment and access to decent living conditions. They should seek to maintain an open and bilateral dialogue with local communities, so as to correctly identify, assess, monitor and mitigate potential and real impacts on human rights with which they may be involved.

## LABOUR PRACTICES

We favour Suppliers which, on top of their legal obligations, adopt internationally recognised labour rights principles, even when the national legislation of the country in which the Supplier operates does not enshrine those principles. These include, but are not limited to, health and safety in the workplace, equality and non-discrimination, the fight against moral and sexual harassment, a decent wage, limiting working hours to the legally permissible number, paid overtime, maternity and paternity leave, freedom of association and collective bargaining for employees, promoting free labour under decent and clear conditions, and combating forced labour, human trafficking and child labour.

## INTEGRATED QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM

In order to achieve continual improvement in all its processes and across its organisational structure, since 2018, Finerge has implemented an Integrated Quality, Environment, Occupational Health and Safety Management System, in accordance with the following standards ISO 9001:2015, ISSO 14001:2015 e ISSO 45001:2018 which apply to the entire management of renewable energy plants and all processes.

Finerge's IQESM system comprises its Quality, Environment and Safety Policy, as well as the operational procedures and instructions that ensure proper operational control over processes and activities conducted on Finerge's premises.

Finerge's Suppliers are required to commit themselves to respecting and ensuring respect for the aforesaid documents when compliance is requested of them, and to cooperating with Finerge in terms of the continual improvement associated with the performance of their contractual duties.

They shall also prioritise health and safety in the workplace in all their operations and comply scrupulously with the Environment and Safety Regulations for Finerge Service Providers, as well as the good practices of the industry to which they belong, and they shall also acquire the certifications needed to pursue their business. In their operations Suppliers shall adopt a preventative and cautious approach to health and safety at work matters, and they shall continually monitor compliance with the applicable rules, along with potential risks in terms of occupational health and safety. Employees shall receive training, as well as the means and equipment required for their protection, and procedures for emergencies shall be defined.

All work to be performed by a Supplier requires prior approval from Finerge, so as to guarantee compliance with occupational health and safety requirements and ensure the work is safe. The Supplier shall guarantee proper overseeing of work safety.

### COMMITMENT TO SOCIETY

On top of the other commitments inherent to this Code, Suppliers shall contribute to the socioeconomic development of the communities where they pursue their business, and be committed to the social development of those communities.

The Supplier shall adopt and implement social responsibility practices, so as to make a positive contribution to employees' and their families' quality of life, as well as to the Community in which it is inserted.

## 6. GOVERNANCE

Suppliers shall abide by good governance practice, particularly in terms of management structures and fulfilment of tax obligations. They shall also adopt risk identification and management practices and protect their reputation. They shall implement transparency practices too and act together with Finerge to ensure the latter is able to achieve its transparency goals. Suppliers shall refrain from entering into conflicts of interest and shall immediately inform the Head of Legal, Regulatory and Compliance of Finerge of any conflict of interest situation.

Suppliers shall ensure compliance with the applicable data protection rules and their systems cybersecurity, so as to guarantee information relating to Finerge is protected from unauthorised access and accidental or malicious modification, in order to protect the confidentiality, availability and integrity of valuable information assets, to prevent damage to reputations and exposure, and to protect the privacy of employees, contractors, associates, clients and suppliers. In addition, Suppliers are expected to include clauses in their contracts with other contractors/suppliers that prevent Finerge data and information being sold to third parties.

## 7. APPROVAL, REVISION AND MONITORING

This Code was approved by the Board of Directors of Finerge S.A. on April 18, 2023, and is provided to all Suppliers. The Code shall be revised whenever necessary. Any change to the Code, including those imposed by law, shall be approved beforehand by the Board of Directors.

This Code shall be implemented by all those Responsible for contracting Suppliers and compliance shall be continually monitored by Finerge's Head of Legal, Regulatory & Compliance.

Any act of noncompliance or irregular situation under the rules and principles of this Code shall be communicated as soon as possible, in writing and along with the available evidence, through the reporting channel available on the Finerge website.

## ANNEX 1 SUPPLIERS CODE OF CONDUCT

## DECLARATION OF ADHERENCE TO THE SUPPLIERS CODE OF CONDUCT

[Name of company], a company incorporated under and bound by the law of [\_\_\_], with its registered office at [address], registered with the [\_\_\_] Commercial Registry as company number [\_\_\_], having a share capital of EUR [\_\_\_] ([sum in words]), herein represented by [\_\_\_] and [\_\_\_], as [\_\_\_], declares it is familiar with and shall adhere to the **Finerge Group** Suppliers Code of Conduct, attached as Annex 1 to this declaration (“**Code**”). It further declares that it understands that it should adopt internal procedures to ensure it implements and abides by the Code, including compliance by all its employees, and when it resorts to subcontracting, the subcontract shall be dependent upon notice given to Finerge Group Company [\_\_\_] and upon the subcontractor committing itself to the Code.

---

Name:

Position:

---

Name:

Position:



## ANNEX 1 SUPPLIERS CODE OF CONDUCT

## DECLARATION OF ADHERENCE TO THE SUPPLIERS CODE OF CONDUCT

[Name], [marital status], holder of citizens card number [\_\_\_], valid until [\_\_\_], taxpayer number [\_\_\_], residing at [\_\_\_], declares they are familiar with and shall adhere to the **Finerge Group** Suppliers Code of Conduct, attached as Annex 1 to this declaration (“Code”). They further declare that they understand that they should ensure they implement and abide by the Code, including, where applicable, compliance by all their employees, and when they resort to subcontracting, the subcontract shall be dependent upon notice being given to Finerge Group Company [\_\_\_] and upon the subcontractor committing itself to the Code.

---

Name:

Position:

---

Name:

Position:

Av. D. Afonso Henriques 1345  
4450-017 Matosinhos, Portugal

Av. Eng. Duarte Pacheco, 26-2º  
1070-110 Lisboa, Portugal

Calle Quintanavides 13  
Edifício 3, Planta 3  
28050 Madrid

8A, Boulevard Joseph II  
L-1840 Luxembourg

+351 226 080 180

[info.geral@finerge.pt](mailto:info.geral@finerge.pt)

[finerge.pt](http://finerge.pt)