



CODE OF ETHICS

haizea
windgroup

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STATEMENT OF PURPOSE

At Haizea Wind Group (hereinafter “HWG”), we aim to create, disseminate, maintain, and update a genuine ethical culture that positively impacts the organization's personnel and, consequently, the smooth operation of our business.

Through the documentation of a Code of Ethics, HWG establishes a series of principles that will govern the actions of all members of the organization, who will undergo a continuous process of training and learning regarding the legal requirements they must comply with and the ethical principles they must respect.

In developing the Code of Ethics, the organization has considered two essential elements:

On the one hand, there are the provisions of current regulations applicable to HWG's activities, which establish limits that the organization and its members cannot exceed under any circumstances, thus defining the framework within which the organization's activities must be carried out.

On the other hand, there are socially accepted customs and practices, which allow HWG's actions to reach higher levels of quality through maximum commitment to the public.

However, achieving these objectives requires the acceptance of the Code of Ethics by all members of the organization. To this end, all employees must be informed of the existence of the Code of Ethics, and it is essential to develop training activities that allow everyone to understand the principles it establishes and what it aims to achieve.

In this way, practices that must be eliminated because they negatively affect compliance with regulations or are contrary to the ethical principles upheld by HWG can be identified.

The ethical knowledge that staff must internalize is fully applicable to all employees, regardless of their specific job title or duties, as can be seen by analyzing the topics addressed in the Code of Ethics.

If any employee manifestly violates the provisions of this Code of Ethics, the provisions of labor law regarding sanctions will apply, respecting due proportionality in their application.

The application of the disciplinary regime is not intended to impose a coercive system, but rather to embed the Code of Ethics within the organization, making its content equivalent to any other work obligation that employees must consider in their job. The Code of Ethics must serve as the fundamental pillar guiding the actions of HWG's management and employees in every area, a goal that can only be achieved through the widest possible dissemination of this document.

Therefore, HWG will advocate for sharing the content of the Code of Ethics with the organization's stakeholders, recommending that any company or professional with whom it maintains a business relationship adhere to it and respect its obligations.

CHAPTER 1. GENERAL PROVISIONS

Article 1. Purpose

This Code of Ethics establishes the principles and maxims that must govern the conduct of any HWG member in the normal performance of their assigned duties.

Article 2. Material scope

This Code of Ethics applies to all HWG members, who are obligated to respect and apply it in their daily work.

Article 3. Territorial scope

This Code of Ethics applies to all HWG branches, regardless of the country in which they operate.

If HWG operates in a country whose socially accepted customs and practices are radically different from those set forth in this Code of Ethics, an ad hoc committee will be appointed to analyze the specific circumstances of the case.

CHAPTER 2. PRINCIPLES

Article 4. Principle of Legality

All HWG members are obligated to respect the provisions of the legal system, understood as the compendium of legal, regulatory, or other provisions applicable to the organization's activities.

Likewise, the interpretations of the various regulatory authorities with jurisdiction over matters that directly affect HWG's activities must be respected. Therefore, facilitation payments to officials to obtain various benefits to expedite procedures at the national or international level are expressly prohibited..

Article 5. Ethical principles

All HWG members are obligated to apply socially accepted customs and practices in their daily work, with the aim of conducting their activities in accordance with the community in which they operate.

Article 6. Company procedures

All HWG members are obligated to comply with the policies, procedures, instructions, guidelines, and manuals established by the organization itself.

Article 7. Duty to inform

HWG shall provide members of the organization with information on legal aspects they must consider in carrying out their job duties.

HWG will publish information on the ethical principles that must govern the actions of the organization's members in this Code of Ethics, as well as in other internal policies.

HWG will inform members of the organization about any guidelines, instructions, and procedures it intends to establish, so that everyone is aware of their roles and responsibilities.

Article 8. Obedience

If the information provided or instructions given by HWG are manifestly contrary to the law, members of the organization may and must refuse to act accordingly.

If there are reasonable doubts regarding the legality of the information provided or instructions given by HWG, members of the organization must report these facts and circumstances to their superiors.

Article 9. Artificial Intelligence

HWG will make responsible use of Artificial Intelligence tools, employing them only as support and always under human supervision. Their use must guarantee, in all cases, the confidentiality of information, compliance with current regulations, and the protection of processed data. These tools may not be used to make automated decisions that could affect the organization, its employees, or third parties.

CHAPTER 3. EMPLOYEES

Article 10. Non-discrimination

HWG prohibits any type of discrimination based on nationality, race, religion, political opinion, sex, sexual orientation, illness, physical disability, age, etc., and is committed to developing policies and procedures that contribute to creating a healthy work environment.

Members of the organization are prohibited from engaging in any conduct that constitutes, promotes, or facilitates a discriminatory situation based on nationality, race, religion, political opinion, sex, sexual orientation, illness, physical disability, age, etc.

Article 11. Harassment

HWG prohibits workplace harassment, sexual harassment, harassment based on sex, and any other conduct that could create an intimidating, offensive, or hostile work environment, and is committed to developing policies and procedures that contribute to creating a healthy work environment.

HWG prohibits workplace harassment, sexual harassment, harassment based on sex, and any other conduct that could create an intimidating, offensive, or hostile work environment. Members of the organization are prohibited from engaging in any conduct that constitutes, promotes, or facilitates workplace harassment, sexual harassment, harassment based on sex, or that creates an intimidating, offensive, or hostile work environment.

Article 12. Working Hours

HWG will implement the necessary measures to ensure that working hours do not exceed the limits established by labor regulations and the applicable Collective Bargaining Agreement.

HWG will not mandate overtime, which it undertakes to compensate in accordance with labor regulations and the applicable Collective Bargaining Agreement.

HWG will respect breaks within the workday, breaks between workdays, and vacation periods established by labor regulations and the applicable Collective Bargaining Agreement.

HWG will implement a daily timekeeping system that respects the fundamental rights and freedoms of its employees.

HWG employees agree to provide accurate information in the daily timekeeping system.

Article I3. Association

HWG will guarantee at all times the utmost respect for the workers' rights to unionize, associate, and collective bargaining.

HWG is available to workers and is committed to providing all necessary assistance to ensure that these rights are exercised freely and effectively.

HWG workers will exercise their rights to unionize, associate, and bargain in accordance with labor regulations and the applicable Collective Bargaining Agreement, ensuring the utmost respect for the organization and its activities.

Article I4. Risk prevention

HWG will ensure that workplaces maintain suitable hygiene and safety conditions that allow workers to perform their duties optimally in terms of health and safety.

Workers will contribute to maintaining proper hygiene conditions in the workplace, also taking care to adopt a respectful attitude towards safety guidelines. Furthermore, they must comply with the safety protocols defined by the company, prioritizing safety over production.

Article I5. Digital disconnection

HWG will ensure that no work-related communications or calls will be sent to members of the organization outside of their working hours or during their rest periods, leave, or vacations.

Article I6. Asset protection

HWG employees will ensure the responsible use of the company's physical assets and machinery, avoiding their use for private purposes.

CHAPTER 4. CLIENTS

Article 17. Quality

HWG is committed to producing high-quality products and/or services without misrepresenting their conditions or characteristics, which will satisfy customer needs.

The organization's staff understands the level of quality expected by customers in relation to HWG's products and/or services, enabling them to be involved and guarantee the excellence of our activity.

Article 18. Safety

HWG is committed to producing safe products and/or services, both in terms of their creation and their use by customers.

The organization's staff understands the level of safety expected by customers in relation to HWG's products and/or services, enabling them to be involved and guarantee the reliability that characterizes our activity.

Article 19. Transparency

HWG is committed to conducting its business responsibly and transparently, allowing both current and potential customers to contract without any hidden defects.

The organization's staff understands that their actions must be free of any ulterior motives, thus ensuring complete transparency for clients and potential clients in their dealings with HWG.

Article 20. Advertising

HWG will generate advertising campaigns with truthful information, avoiding at all times the dissemination of false, misleading, or deceptive information regarding the goods and/or services offered.

Furthermore, realistic content will be used in all media, avoiding the use of stereotypes or content detached from the reality of society.

Article 2I. Respect

HWG members will guarantee the utmost respect for all clients and potential clients of the organization, ensuring that their conduct does not constitute any type of discrimination based on nationality, race, religion, political opinion, sex, sexual orientation, illness, physical disability, age, etc.

The organization's staff understands the level of security expected by customers in relation to HWG's products and/or services, which allows them to get involved and guarantee the reliability that characterizes our activity.

CHAPTER 5. SUPPLIERS

Article 22. Consideration

HWG members shall interact with the organization's suppliers in a respectful, considerate, and ethical manner, always within the limits established by law.

Article 23. Objectivity

HWG shall select the organization's suppliers based on objective criteria and following fully transparent processes.

HWG members shall be able to demonstrate the criteria used to select the organization's suppliers, always focusing on economic or technical factors and disregarding personal interests and those unrelated to the organization.

No HWG employee may accept or offer gifts, favors, or compensation, whether in cash or in kind, of any kind, when this influences the decision-making process related to the performance of their duties.

Article 24. Internal information

HWG will define the commercial information that each member of the organization may use, differentiating it according to its importance for the continuity of the entity.

In this regard, HWG members will protect commercially sensitive information and will not disclose it to third parties, regardless of the purpose for doing so.

Article 25. Third-party information

HWG will not request or accept information relating to its suppliers with the aim of gaining an advantageous position with them.

In this regard, the sole objective that members of the organization should pursue is to establish stable commercial relationships with suppliers.

CHAPTER 6. CONFIDENTIALITY

Article 26. Duty of secrecy

All HWG members are bound by a duty of confidentiality that prohibits them from using the organization's information for purposes other than the proper conduct of the entity's business.

The duty of confidentiality extends to all types of information that HWG needs to carry out its activities.

The duty of confidentiality is unlimited in time and will therefore remain in effect even after the employee's relationship with HWG has ended.

HWG guarantees an adequate level of cybersecurity, protecting information, systems, and communications against unauthorized access, loss, alteration, or improper disclosure. Furthermore, all HWG employees must make every effort to ensure compliance with the duty of secrecy.

Article 27. Data protection

HWG will implement the necessary technical and organizational security measures to guarantee the protection of information relating to any individual associated with the organization.

Once informed of their obligations regarding personal data protection, members of the organization will act diligently and ensure the security of the personal information to which they have access, using it only for the specific, explicit, and legitimate purposes for which it was obtained..

Article 28. Privacy protection

HWG members will guarantee the utmost respect for the personal and family privacy of all individuals associated with the organization.

To this end, HWG members are advised to focus on resolving specific issues from a purely professional standpoint, preventing any existing personal relationships of trust from leading to a leak of information relating to the private life of any individual.

CHAPTER 7. INTELLECTUAL AND INDUSTRIAL PROPERTY

Article 29. Intellectual property

HWG will guarantee the utmost protection and respect for original literary, artistic, or scientific creations expressed by third parties in any medium or format.

To this end, HWG members must verify that the organization has obtained the necessary rights or permissions to lawfully use original creations developed by third parties.

Likewise, HWG members must verify that the original creations of third parties they intend to use are not protected by copyright and, therefore, can be legally used without obtaining any rights or permissions.

Article 30. Industrial property

HWG will guarantee the utmost respect for current regulations regarding industrial property, specifically concerning patents, trademarks, domain names, reproduction rights, design rights, database extraction rights, distinctive signs (both its own and those of others), and rights to specialized technical knowledge, among others.

HWG members will strive to develop new and sufficiently original products and/or services, avoiding at all times relying on assets protected by industrial property rights.

Article 31. Advertising

HWG members will only use trademarks, images, texts, and, in general, any distinctive sign that has been duly authorized by the organization for advertising purposes.

Article 32. Employee creations

Original creations resulting from the work of HWG members belong to the organization, without prejudice to the moral rights of the author.

Innovations related to industrial property (patents, trademarks, domain names, reproduction rights, design rights, database extraction rights, distinctive signs of their own and others, or rights to specialized technical knowledge, among others) resulting from the work of HWG members belong to the organization, which must register them appropriately.

Article 33. Nature of trademarks

HWG shall use distinctive signs of original design that may not be applied for political, religious, or, in general, any purpose other than the purely commercial purpose for which they originated.

If any distinctive sign is used by a particular group to defend purposes other than the purely commercial purpose for which it originated, all appropriate actions will be taken to protect the ownership of the sign and prevent its use by third parties.

CHAPTER 8. CORPORATE SOCIAL RESPONSIBILITY

Article 34. Social commitment, sustainability and Human Rights

HWG will voluntarily undertake all necessary actions to actively contribute to social, economic, and environmental improvement, enabling the organization to continue its core business sustainably.

The organization incorporates sustainability criteria into its processes, promoting practices that integrate environmental, social, and economic considerations, as well as the principles established by the United Nations within the framework of the Sustainable Development Goals, particularly SDG 12.

HWG guarantees scrupulous respect for human rights, including the principles of the UN Global Compact and the fundamental conventions of the ILO, and demands the same from the third parties with whom it interacts.

The organization understands that the “Triple Bottom Line” is the only viable way to maintain the normal development of its core business, a concept it constantly communicates to its employees. The “Triple Bottom Line” is a business management and measurement framework that establishes that a company's success should not be evaluated solely by its economic profit, but also by its social and environmental impact.

Article 35. Use of resources

HWG will use the minimum resources necessary for the organization to continue its normal operations, always ensuring the quality of the products and/or services offered remains intact.

Members of the organization will avoid the misuse of resources, guaranteeing that the use of means and assets is the minimum necessary to perform their work.

Article 36. Consumption

HWG will prioritize the consumption of products and services that have been generated with a lower environmental impact and that are based on the minimal use of resources.

HWG will preferentially use suppliers whose operations generate a lower environmental impact and whose operations are based on the minimal use of resources.

Article 37. Waste

HWG will implement all appropriate measures to prevent waste generation during the normal course of its business.

HWG will properly manage the waste generated during its business activities, striving to minimize risks to health and the environment.

Members of the organization will endeavor to generate the least possible waste, subsequently managing it with due diligence to minimize risks to health and the environment.

Article 38. Transactions

HWG will record all transactions of economic significance in which the company participates.

HWG members will ensure that all business transactions in which the organization participates are clearly and accurately recorded, using the appropriate and legally required accounting records.

Article 39. Public Administration

HWG members will interact with any government agency in a respectful and fully transparent manner, subjecting all actions taken to the provisions of the legal system.

CHAPTER 9. CLAIMS

Article 40. Duty to report

HWG members have the obligation to report to their superiors, through the established channels, any breach of this Code of Ethics of which they may become aware and which could negatively affect the organization's Corporate Social Responsibility or lead to legal consequences of any kind.

HWG also provides a direct contact channel with the organization's Regulatory Compliance Committee (*Comité de Cumplimiento Normativo*, hereinafter "CCN"): preferably through the Whistleblowing Channel ([Sistema Interno de Información \(SII\) Haizea Wind group](#)), or via the contact email address (ccn@haizeawindgroup.com).

The Whistleblowing Channel is a digital tool that allows any whistleblower to contact the CCN with all the guarantees of anonymity required by law, if they so wish.

Article 41. Guarantee of indemnity

No disciplinary or coercive measures will be taken against HWG members who report facts and circumstances that may violate the provisions of this Code of Ethics.

Article 42. Resolution of doubts

Any HWG member who has doubts or concerns regarding certain actions that may be considered contrary to this Code of Ethics may contact the CCN for a response: preferably through the Whistleblowing Channel ([Sistema Interno de Información \(SII\) Haizea Wind group](#)), or via the contact email address (ccn@haizeawindgroup.com).

CHAPTER 10. GUARANTEE OF COMPLIANCE AND DISSEMINATION

Article 43. Dissemination

HWG will disseminate the content of this Code of Ethics among the organization's personnel, using a method that allows for verification of the information's delivery and its subsequent receipt and understanding by the recipients.

Dissemination will be carried out through corporate channels, avoiding at all times the use of employees' personal information and guaranteeing their right to digital disconnection.

Article 44. Adherence

HWG will make every effort to ensure that any entity or professional with whom it maintains a business relationship accepts and adheres to this Code of Ethics.

Alternatively, if the third party with whom the business relationship is maintained has its own Code of Ethics, HWG must verify that the principles on which it is based are consistent with those set forth herein.

Article 45. Sanctioning regime

Breach of the provisions of this Code of Ethics will entail the labor sanctions provided for in Royal Legislative Decree 2/2015, of October 23, which approves the consolidated text of the Workers' Statute Law and in the applicable Collective Agreement, without prejudice to the fact that the actions may result in the imposition of criminal sanctions by Courts and Tribunals in accordance with the provisions of Organic Law 10/1995, of November 23, of the Penal Code.

CHAPTER II. FINAL PROVISIONS

Article 46. Compliance Committee (CCN)

To ensure compliance with this Code of Ethics, a Compliance Committee (CCN) has been appointed to handle complaints of non-compliance and inquiries regarding its interpretation.

The CCN can be contacted preferably through the Whistleblowing Channel ([Sistema Interno de Información \(SI\) Haizea Wind group](#)) or via email (ccn@haizeawindgroup.com).

The CCN will normally act at the request of a party, although it may act on its own initiative if it deems that certain facts and circumstances of which it is aware warrant a more in-depth analysis of the situation.

Article 47. Review

This Code of Ethics will be reviewed when substantial regulatory, social, or organizational structure changes occur, thus preventing its obsolescence.

This Code of Ethics will be reviewed and updated, as necessary, every two years.

Article 48. Effective date

This Code of Ethics has been approved by the Board of Directors of Haizea Investments S.L., as the parent company of HWG, and is effective from the day following its signature.

ANNEX I

This Code of Ethics applies to all HWG companies.

The following companies are part of HWG:

- HAIZEA INVESTMENTS S.L.
- HAIZEA WIND GROUP MANAGEMENT S.L.U.
- HAIZEA BILBAO S.L.
- HAIZEA TECNOARANDA S.L.
- SOCIEDAD DE CARTERA ZESTOA S.A.
- HAIZEA TRATAMIENTO SUPERFICIAL S.A.U.
- HAIZEA WEC FUNDICION S.L.U.
- HAIZEA WEC MECANIZADOS S.L.U.
- CONECTA LOGISTICS AND ENGINEERING S.L.
- WEC BUSSINES AND TECHNOLOGY CENTER A.I.E.
- INDUSTRIA AUXILIAR EOLICA S.L.