



SUPPLIERS CODE OF CONDUCT



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INTRODUCTION

The purpose of this document (hereinafter, the “Suppliers Code of Conduct”) is to promote the adoption of the principles and values of Solaria Energía y Medio Ambiente, S.A. (hereinafter “Solaria” or “the Company”) and its group companies (hereinafter “Solaria Group”), as established in its Corporate Code of Ethics, which guides the Company in its relations with suppliers and third parties (hereinafter, “Suppliers”) and sets the guidelines that Solaria’s Suppliers must follow.

The Suppliers Code of Conduct is one of Solaria’s corporate policies and is designed to manage risk and minimize corporate breaches of law.

PURPOSE

The purpose of the Suppliers Code of Conduct is to establish and implement guidelines to control and manage risk that may arise in the course of purchasing materials or any other supplies acquired by Solaria or in the contracting of work and services, and to set forth the principles and core values to which Suppliers must adhere in order to work with the Company.

PRINCIPLES OF ACTION

The conduct of Suppliers must comply with Solaria’s Corporate Code of Ethics and other corporate rules and policies in force, with all applicable legislation and with the following rules and principles of action:

HUMAN RIGHTS

For Solaria, compliance with human and labor rights in its relations with stakeholders is fundamental. Solaria fully supports the United Nations Universal Declaration on Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work and its eight fundamental conventions and other reference standards and expects the Supplier to act with the same respect and diligence in all its business activities, respecting all international reference standards, current legislation and Solaria's Human Rights Policy.

FREEDOM OF ASSOCIATION

The Supplier agrees to respect its employees' freedom of association with labor unions and their right to collective bargaining.

FORCED LABOR

The Supplier is prohibited from any type of labor exploitation, forced or involuntary labor, as well as any threat or abuse against physical integrity, sexual or labor harassment or other forms of intimidation, including verbal abuse.

CHILD LABOR

The Supplier guarantees that none of its employees are under the minimum legal age for employment, in compliance with community and local regulations in each of the jurisdictions in which it operates. The Supplier is prohibited from any type of child labor.

EQUAL OPPORTUNITY

The Supplier will promote equal opportunity in employment, training and benefits.

The Supplier guarantees that its employees are not assigned duties that are incompatible with their physical or mental abilities and agrees not to discriminate on the basis of gender, race, color, religion, background, ethnic or social origin, age or disability.

FAIR WAGES

The Supplier guarantees that its employees' wages and benefits are in compliance with the legislation of the jurisdictions in which it operates.

HEALTH AND SAFETY IN THE WORKPLACE

- **COMPLIANCE WITH LEGISLATION**

The Supplier agrees to ensure the safety of its employees and to comply with all applicable legislation on labor and social security and with all International Labour Organization requirements. The Supplier guarantees that it is up to date in the payment of the wages, Social Security contributions and compensation of its employees.

- **WORKPLACE**

The Supplier guarantees that its employees work in safe and healthy conditions and that workplace facilities have been constructed in compliance with applicable legislation.

The Supplier must provide its employees with all necessary training and resources, tools, equipment, machinery and materials to perform their duties. When necessary, the Supplier must provide its employees with equipment to protect them from climatic conditions and any existing hazards.

The Supplier will take all necessary measures to minimize the risk of fires, accidents and job-related injuries.

PRODUCT SAFETY AND QUALITY

All products and services provided by the Supplier must meet all standards of safety and quality, pursuant to applicable legislation.

The Supplier also agrees to innovate and improve the products supplied or services provided.

ENVIRONMENTAL COMMITMENT

The Supplier must comply with all environmental legislation and with Solaria's most recent environmental policy, ensuring that it minimizes its environmental impact and that it contributes to the fight against climate change by making efforts to improve its carbon emissions, noise, waste management, discharges, water consumption and chemical management.

CORPORATE INTEGRITY

The Supplier must act in an ethical manner and promote honesty, equality and integrity. The Supplier must comply with Solaria's Corporate Code of Ethics.

COMPLIANCE WITH LEGISLATION

The Supplier must be in full compliance with legislation that applies to all the aspects of its business in all the jurisdictions in which it operates.

CORRUPTION AND BRIBERY

The Supplier agrees to prevent any type of bribery and/or corruption within its organization and to comply with the provisions of Solaria's most recent anti-corruption policy and other corporate policies.

The Supplier must not offer, directly or indirectly, any gifts, gratuities and/or invitations in excess of a socially acceptable and typical amount to any Company employee for the purpose of obtaining a benefit or advantage that would not exist without having offered said gift, gratuity or invitation.

CONFLICTS OF INTEREST

The Supplier must inform the Company of any situation that may be interpreted as a conflict of interest.

PROPERTY RIGHTS

Solaria will have exclusive property rights on all technologies, processes, methods, formulas, designs, specifications, patents, brands, service marks, copyrights, design rights, inventions, trade secrets, know-how, information that implies intellectual and industrial property and any improvements or modifications performed under the contractual relation between the Company and the Supplier.

USE OF ASSETS

All the materials and resources that Solaria makes available to the Supplier for the fulfilment of the contractual relation must be treated by the Supplier with the utmost diligence and must be protected and maintained by the Supplier as if they were its own.

CONFIDENTIALITY OF THE INFORMATION

The Supplier agrees not to disclose any technical, economic and/or commercial information of Solaria to which it may have access through its contractual relation with the Company, and it agrees not to use said information for purposes other than those of the contract. This non-disclosure commitment will remain in force for the term of the contract and for two (2) years after its expiry.

PROTECTION OF PERSONAL DATA

The Supplier agrees to safeguard the confidential nature of the Company's personal data to which it may have access, to disclose the data only to authorized personnel and to observe all provisions of applicable legislation. Upon termination of the contractual relation, the Supplier must return to the Company any processed personal data and destroy any copies that have been made of the data.

SUBCONTRACTING

The Supplier agrees to apply this Code when subcontracting services to fulfil the contractual relation with the Company and to bear all liability for non-compliance of a subcontractor.

COMMUNICATION OF AND COMPLIANCE WITH THE CODE

Solaria and its employees will ensure that Suppliers understand, accept and comply with this Code.

This policy will be made available to all employees of Solaria Group and to all the Company's interest groups through its corporate website (www.solariaenergia.com).

The policy will be subject to any communication and training initiatives that are considered necessary to make it known and understood.

The Company may verify the Supplier's compliance with the provisions of this Code as many times as it considers necessary.

If the Supplier fails to comply with any of the principles or rules of this Code, Solaria will take corresponding measures that may range from rescission of the contractual relation to the taking of any legal actions to defend its interests.

After due investigation of non-compliance, Solaria's Ethics, Compliance and ESG Committee is in charge of proposing the corrective measures to be taken.

Solaria has a communication channel for employees and third parties to submit any doubts or suggestions and to report any unethical or illegal conduct: canalcompliance@solariaenergia.com

RELEASE AND DATE OF APPLICATION

This document was approved by Solaria's Board of Directors on 21 December 2020 and was released the following day.