

GENERAL CODE OF CONDUCT FOR COLLABORATORS AND SUPPLIERS



GENERAL CODE OF CONDUCT	
Version Number:	4
Approval Date:	JULY – 2026
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Approved by:	VIARIUM INGENIERÍA, S.L.
Status:	IN FORCE

VERSION CONTROL		
Date	Document Title	Version
March 2020	Draft of the General Code of Conduct	1
September 2020	General Code of Conduct	2
May 2023	General Code of Conduct Update	3
June 2026	General Code of Conduct Update	4

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I. PURPOSE AND SCOPE OF APPLICATION

The purpose of this document is to ensure that the collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. carries out their business activity in accordance with the General Code of Conduct of Viarium Ingeniería, S.L. In general, Viarium Ingeniería, S.L. expects its suppliers to work in compliance with applicable local, national, and international legislation. The overall objective of this Code of Conduct is to raise awareness and promote responsible business conduct in the supply chains of Viarium Ingeniería, S.L., establishing the minimum required level of compliance for suppliers, collaborators, and subcontractors of Viarium Ingeniería, S.L. in the development of their commercial and professional relationships.

Compliance with this document does not exempt compliance with any other applicable law, regulation, contractual obligation, or internal policy of Viarium Ingeniería, S.L. relevant to the business or activity conducted. Likewise, any conduct that, even without violating the law, could damage the reputation of Viarium Ingeniería, S.L. and produce adverse consequences for Viarium Ingeniería, S.L. or its environment must be avoided.

The requirements included in this Code of Conduct are inspired by, among other standards, the UN Sustainable Development Goals (SDGs), the OECD Guidelines for Multinational Enterprises, ILO conventions, and the general principles of integrity, due diligence, corruption prevention, and regulatory compliance that comprise the compliance system of Viarium Ingeniería, S.L.

II. PROMOTING IMPROVEMENT IN THE SUPPLY CHAIN

Companies providing goods and services to Viarium Ingeniería, S.L., or maintaining a commercial relationship, are encouraged to establish their own Code of Conduct and include requirements similar to those detailed in this document, promoting their effective compliance throughout the supply chain and, in particular, by their own subcontractors, collaborators, and dependent third parties.

III. PRINCIPLES OF CONDUCT FOR COLLABORATORS, SUPPLIERS, AND/OR SUBCONTRACTORS

Every collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must respect the principles of the Universal Declaration of Human Rights and the conventions developing it, as well as the recommendations of the ILO (International Labour Organization) in the performance of their activities. In particular, the collaborator, supplier, and/or subcontractor must respect and promote the following actions:

- Eliminate all forms of forced labor.
- Eradicate child labor.
- Comply with international, national, and local laws, regulations, and declarations regarding the minimum working age.
- Facilitate and respect the right of their employees to associate and bargain collectively without penalty.
- Not subject their employees to any form of physical or verbal abuse, or any other form of intimidation.
- Not allow any type of discrimination in the workplace or in the performance of their activity based on race, sex, nationality, religion, social origin, ideology, disability, sexual orientation, etc.
- Respect the working hours of their employees, as well as the minimum wages established by legislation and agreements to which the supplier is subject.
- Guarantee their employees the exercise of their activity in a safe and healthy workplace, operating in accordance with applicable legislation on occupational health, safety, and hygiene. The collaborator, supplier, and/or subcontractor will ensure the protection of their workers, safeguarding them from overexposure to chemical and biological hazards.
- Encourage the adoption of preventive measures to minimize the risks associated with the development of their activity.
- Identify and evaluate potential emergency situations in the workplace and minimize the potential impact through the implementation of emergency plans and response procedures.
- Comply with tax obligations in accordance with current and applicable legislation.
- Not participate in modern slavery, forced labor, human trafficking, and/or other forms of exploitation. Human trafficking is defined as trade in people and does not necessarily imply their movement. Modern slavery is severe exploitation of people for personal or commercial gain.

In the event of subcontracting by the supplier or collaborator, they will be responsible for ensuring that their subcontractors carry out their activity complying with all the conducts set forth in this document.

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must provide its personnel with the necessary training and resources to perform their work in accordance with what has been contracted, and answer for any damages for which responsibility is attributable to them by act or omission, especially as a consequence of not having adopted timely preventive measures to avoid them.

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. undertakes to maintain the good reputation of Viarium Ingeniería, S.L. and must not under any circumstances hold the company responsible for problems generated by them or for failure to meet their commitments.

IV. ETHICAL BEHAVIOR AND ANTI-BRIBERY AND ANTI-CORRUPTION MEASURES

In accordance with the Anti-Corruption and Conflict of Interest Management Policy of Viarium Ingeniería, S.L., which constitutes the internal benchmark standard in this matter, the collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must maintain an honest, transparent, and loyal behavior at all times, enabling legitimate, professional, and productive relationships with Viarium Ingeniería, S.L., with their own suppliers and subcontractors, and with public or private entities with which they interact within the framework of service provision.

The collaborator, supplier, and/or subcontractor must act with honesty, objectivity, impartiality, transparency, and diligence. In particular, the collaborator, supplier, and/or subcontractor must avoid any form of fraud, public or private corruption, bribery, extortion, embezzlement, money laundering, trading in influence, facilitation payments, improper commissions, uncommunicated conflicts of interest, or business practices contrary to the law, contractual good faith, or the principles of the Compliance System of Viarium Ingeniería, S.L.

In their relationships with Viarium Ingeniería, S.L., clients, suppliers, subcontractors, public officials, authorities, Public Administrations, regulatory bodies, granting entities, state-owned enterprises, private entities, or any other counterpart, the collaborator, supplier, and/or subcontractor must refrain from offering, promising, authorizing, delivering, soliciting, or accepting, directly or indirectly, any payment, gift, commission, invitation, favor, advantage, or unjustified benefit that could influence, or create the appearance of influencing, a professional, technical, economic, contractual, or administrative decision.

It is likewise prohibited to use intermediaries, agents, consultants, local partners, subcontractors, donations, sponsorships, collaborations, discounts, entertainment expenses, or any analogous mechanism as an indirect way to obtain improper advantages, cover unauthorized payments, or condition public or private decisions.

Gifts, invitations, or hospitality will only be permissible when they are merely symbolic, occasional, proportionate, socially customary, and not linked to processes of bidding, award, contracting, approval, certification, technical approval, site management, contractual modification, inspection, administrative authorization, payment, or any other sensitive decision. As a general rule, symbolic value shall be

understood as that which does not exceed 50 euros. Gifts, invitations, or hospitality valued between 50 and 150 euros will require prior authorization in accordance with internal regulations of Viarium Ingeniería, S.L. Offering or accepting gifts whose value exceeds 150 euros will not be permitted without express, prior, and documented authorization from the Regulatory Compliance Body of Viarium Ingeniería, S.L.

In any case, offering, delivering, soliciting, or accepting cash or cash equivalents, such as gift cards, checks, vouchers, personal loans, unjustified advances, or similar means is prohibited.

The collaborator, supplier, and/or subcontractor must immediately notify Viarium Ingeniería, S.L. of any real, potential, or apparent conflict of interest that could affect the objectivity of their performance, as well as any fact or reasonable suspicion of fraud, corruption, bribery, improper payment, or relevant non-compliance related to the service provision or the contractual relationship maintained with Viarium Ingeniería, S.L.

Likewise, they must retain relevant documentation of the contractual relationship, guarantee the traceability of their actions, and reasonably collaborate with Viarium Ingeniería, S.L. in due diligence verifications that are proportionate to the risk of the relationship.

V. SAFETY AND ENVIRONMENT

Collaborators, suppliers, and/or subcontractors of Viarium Ingeniería, S.L. must carry out their activities in a manner that minimizes negative environmental impacts and harm to flora and fauna, in accordance with current legislation in each country of operation. They will make every effort to protect the environment and limit the negative impact of their activities and products on the environment (e.g., water, air, and land) and local communities.

Collaborators, suppliers, and/or subcontractors will establish procedures for handling, storage, recycling, reuse, and disposal of materials in a manner that protects the environment and limits the negative impact of their activities. Suppliers must conduct their business in strict compliance with the Basel Convention.

Collaborators, suppliers, and/or subcontractors must possess all relevant environmental permits, licenses, and registrations required for their operations.

They must also strive to achieve the highest level of safety in their facilities, products, and services, paying special attention to the protection of their employees, clients, contractors, and local environment.

When activities are carried out on Viarium Ingeniería, S.L. premises, the supplier must know and comply with our company's health, safety, and environmental regulations.

During contract performance, the collaborator, supplier, and/or subcontractor must:

- Encourage the rational use of energy and resource efficiency.
- Have preventive measures to prevent or minimize pollution, with special consideration for greenhouse gas emissions and environmental degradation.
- Ensure environmental protection when carrying out activities that could cause substantial damage to air quality, soil quality, water quality, animals, or plants, and in handling harmful and/or hazardous substances.
- Monitor, control, and treat waste generated from operations, industrial processes, and/or sanitation facilities according to requirements prior to discharge or environmentally safe disposal. The amount of waste generated will be reduced or eliminated at the source where possible through process (production) optimization. Recyclability is expected to be pursued.

VI. INFORMATION PROVIDED TO THIRD PARTIES

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must always use truthful, reliable, complete, and understandable information regarding activities, products, or services marketed by Viarium Ingeniería, S.L. when interacting with third parties. They must be especially careful if their activity relates to advertising or marketing such services, always respecting the principles and rules governing such activities.

VII. CONFIDENTIALITY

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must respect confidentiality principles regarding information accessed as a result of their contractual relationship with Viarium Ingeniería, S.L.

Information owned by Viarium Ingeniería, S.L. entrusted to the collaborator, supplier, and/or subcontractor will generally be considered classified and confidential information.

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. agrees to adopt sufficient security measures to protect the classified and confidential information of Viarium Ingeniería, S.L.

When the service involves access, processing, hosting, maintenance, support, integration, technological development, or any other operation involving personal data, systems, applications, or information belonging to Viarium Ingeniería, S.L. or its clients, the collaborator, supplier, and/or subcontractor must comply with applicable

regulations regarding data protection, information security, and cybersecurity, as well as contractual instructions communicated by Viarium Ingeniería, S.L.

VIII. INFORMATION SECURITY, USE OF IT SYSTEMS, SOFTWARE, AND DIGITAL ASSETS

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. must make lawful, diligent, professional, and authorized use of IT systems, applications, platforms, licenses, devices, credentials, digital certificates, information, documentation, and other technological or digital assets accessed through the relationship with Viarium Ingeniería, S.L.

It is expressly prohibited to use, install, download, copy, reproduce, distribute, make available to third parties, or link to Viarium Ingeniería, S.L. any program, application, tool, license, system, platform, extension, repository, tech solution, or digital asset without corresponding authorization, valid license, or sufficient qualification, or whose use could infringe intellectual/industrial property rights, compromise information security, affect system integrity, or damage the interests, reputation, or liability of Viarium Ingeniería, S.L. and/or its clients.

The collaborator, supplier, and/or subcontractor may not use the name, domain, trademark, image, email, credentials, trade references, projects, documentation, corporate information, or any other identifying element of Viarium Ingeniería, S.L. to register, activate, contract, download, install, or use licenses, software, applications, platforms, tools, or tech services, unless given prior, express, and documented authorization by Viarium Ingeniería, S.L.

When required by the contracted service to access systems, applications, digital environments, information, documentation, personal data, or tech assets of Viarium Ingeniería, S.L. or its clients, the collaborator, supplier, and/or subcontractor must limit such access strictly to what is necessary for service provision, use individual authorized credentials, preserve confidentiality, block unauthorized access, and comply with technical, contractual, and security instructions provided.

Likewise, they must refrain from extracting, copying, hosting, storing, transferring, forwarding, or retaining information, documentation, personal data, files, credentials, or content belonging to Viarium Ingeniería, S.L. on unauthorized devices, accounts, repositories, clouds, emails, platforms, or media. Upon completion of the service, or when requested, they must return, erase, or destroy all accessed information and media without keeping copies, unless bound by an express legal obligation or written authorization from Viarium Ingeniería, S.L.

The collaborator, supplier, and/or subcontractor must immediately inform Viarium Ingeniería, S.L. of any incident, unauthorized use, data loss, improper access, suspected security breach, irregular use of licenses or software, compromised credentials, personal data breach, or any situation that could jeopardize the security, confidentiality, integrity, availability, reputation, or legal exposure of Viarium Ingeniería, S.L.

Non-compliance with obligations under this section may result in the immediate suspension of access to systems, information, or resources of Viarium Ingeniería, S.L., without prejudice to corrective measures, contract termination, damages claims, and, where appropriate, reporting to competent authorities or affected rights holders.

IX. RESPONSIBILITY OF COLLABORATORS, SUPPLIERS, AND/OR SUBCONTRACTORS

The collaborator, supplier, and/or subcontractor of Viarium Ingeniería, S.L. undertakes to:

- Abide by this Code for as long as they maintain their status as collaborator, supplier, and/or subcontractor with Viarium Ingeniería, S.L.
- Submit to verification actions if deemed necessary by Viarium Ingeniería, S.L. or a designated third party.
- Implement corrective or improvement actions resulting from verifications conducted by Viarium Ingeniería, S.L.
- Report to Viarium Ingeniería, S.L. any relevant information concerning the requirements established herein, as well as any ongoing investigation, proceeding, sanction, incident, or sudden circumstance that could materially affect the integrity, solvency, legal qualification, security, quality, or continuity of the contracted service.

X. NON-COMPLIANCE

Failure to comply with these obligations may give rise to appropriate contractual, disciplinary, commercial, or legal measures, including suspension or termination of the contractual relationship, without prejudice to reporting to competent authorities when applicable.

Viarium Ingeniería, S.L. reserves the right to monitor adherence to this Code of Conduct. For this purpose, the collaborator, supplier, and/or subcontractor must provide information upon request and grant access to documentation required for audit purposes. If this Code of Conduct is breached, the collaborator, supplier, and/or subcontractor is required to immediately and independently initiate all necessary corrective measures. Regardless of whether it is the direct supplier or its

subcontractors failing to take suitable corrective action, Viarium Ingeniería, S.L. reserves the right to terminate the business relationship in accordance with contractual or regulatory provisions

XI. REPORTING OF VIOLATIONS. HELPLINE CHANNELS

Viarium Ingeniería, S.L. has implemented an Internal Information System or Ethical Channel through which any third party related to Viarium Ingeniería (collaborator, supplier, subcontractor, etc.) can preferably raise queries regarding this Code, as well as report non-compliance or apparently unlawful acts concerning legal provisions or internal regulations of which they become aware regarding Viarium Ingeniería, S.L.

The collaborator, supplier, and/or subcontractor guarantees that they will refrain from taking adverse or disciplinary action against whistleblowers regarding the handling of reported information, in accordance with applicable legislation.

Communications shall be sent via email to **canal.etico@viarium.es**. The recipient of these communications will always be **the Regulatory Compliance Body** of Viarium Ingeniería, S.L. Notwithstanding the above, communications may be made through any other formally established internal means that allow information to be delivered reliably and confidentially.

XII. SUPPLIER PERFORMANCE EVALUATION

Viarium Ingeniería, S.L. conducts continuous and systematic performance evaluations of all collaborators, suppliers, and/or subcontractors included in its list of approved suppliers throughout the duration of the contractual relationship.

This evaluation is integrated into the company's Integrated Management System and aims to ensure compliance with established requirements and the continuous improvement of the supply chain.

Additionally, depending on the nature of the service, the following may also be evaluated:

- Environmental performance.
- Compliance with occupational health and safety requirements.
- Compliance with information security requirements.
- Compliance with commitments regarding integrity, anti-corruption, conflict of interest, human rights, equality, non-discrimination, data protection, information security, fair competition, tax matters, anti-money laundering, and other applicable compliance obligations.

- The occurrence of incidents, non-compliance, sanctions, investigations, relevant claims, or lack of cooperation in verification processes that could affect continuity, suitability, or provider risk level

Evaluation results may be used by Viarium Ingeniería, S.L. to:

- Update the supplier's classification or status within the management system.
- Review the supplier's compliance risk level, impose mitigation measures, require additional proof of compliance, or suspend/terminate the contractual relationship as contractually and internally provided

XIII. DOCUMENTARY REQUIREMENTS ACCORDING TO THE TYPE OF SERVICE PROVIDED

Collaborators, suppliers, and/or subcontractors of Viarium Ingeniería, S.L. must submit and keep updated, where applicable, the documentation required to ensure proper execution of contracted work, based on service nature, criticality, and applicable legal requirements.

Including, but not limited to, required documentation may comprise:

- Calibration certificates for equipment and instruments used in service delivery (e.g., topography, measurement, or testing).
- Technical accreditations, qualifications, or professional licenses of assigned staff.
- Occupational risk prevention documentation, including specific training and risk assessments.
- Certificates, authorizations, or environmental compliance evidence, when applicable.
- Required insurance policies depending on the service (civil liability, damages, or others).
- Licenses, permits, or administrative authorizations necessary to execute the work.
- Internal procedures, technical specs, or product data sheets applicable to the contracted service.
- Express acceptance of this Code and applicable policies of Viarium Ingeniería, S.L.
- Conflict of interest non-existence declarations, when the service relates to bidding, public contracting, site supervision, certifications, technical assistance, permit management, subsidies, public/EU-funded projects, or sensitive processes.

- Reasonable evidence of compliance regarding integrity, anti-corruption, anti-money laundering, international sanctions, beneficial ownership, professional solvency, and absence of contracting bans.
- Data processing agreements, confidentiality commitments, certificates, or evidence of information security and data protection compliance when handling personal data, systems, or confidential info.

The supplier must ensure that such documentation: :

- Is current and valid.
- Is available for audit upon request.
- Complies with applicable laws and contractual requirements.

Failure to fulfill these obligations may be factored into supplier performance evaluation and affect contract continuity..

XIV. VALIDITY

This document shall remain in force from the moment it is communicated or made available to the collaborator, supplier, and/or subcontractor. It will also remain permanently available on the corporate website of Viarium Ingeniería, S.L.

Compliance with this General Code of Conduct is mandatory from the formalization of the contractual relationship or its express acceptance, and must be communicated by the collaborator, supplier, and/or subcontractor to personnel within their organization and involved third parties.

COMMITMENT AND RECEIPT OF THE GENERAL CODE OF CONDUCT FOR COLLABORATORS AND SUPPLIERS

In _____, on _____ of _____ of 20__

I, _____, collaborator, supplier, and/or subcontractor of **Viarium Ingeniería, S.L.**, by signing this document **DECLARE:**

1. That the Regulatory Compliance Body of Viarium Ingeniería, S.L. has delivered to me its GENERAL CODE OF CONDUCT FOR COLLABORATORS AND SUPPLIERS.
2. That the data contained in this declaration corresponds to reality.
3. That I commit to comply with, act upon, and disseminate at all times during the performance of my duties, both internally and in external work relationships, the guidelines, prohibitions, and values set out in its GENERAL CODE OF CONDUCT FOR COLLABORATORS AND SUPPLIERS, as well as to immediately communicate any non-compliance, conflict of interest, or relevant circumstance affecting the relationship with Viarium Ingeniería, S.L.

SIGNED: _____

Entity: _____