



# Code of Conduct for Suppliers

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## Section A. The Code

### Article A.1. Scope of Application

1. The Code of Conduct for Directors, Professionals and Suppliers (the “**Code of Conduct**”) applies to the directors (including natural persons appointed by corporate directors to represent them in the performance of their duties), to the professionals (understood as members of the management team and of the workforce) and to the suppliers of IBERDROLA, S.A. (the “**Company**”), of the other companies belonging to the group of which the Company is the controlling entity, within the meaning established by law (the “**Group**”) and of the companies and entities to which to which this Code of Conduct applies in accordance with the provisions of this article, as well as to those other persons whose activity is expressly subject to this Code of Conduct, regardless of their rank, their geographical location or their functional subordination, or the company to which they provide their services or with which they have a contractual relationship.
2. Without prejudice to the provisions of the preceding section, the companies of the Group other than the Company, based on their corporate autonomy, may establish their own code of conduct, including particular aspects deriving from the nature of their industry or from the domestic laws of the countries or territories in which they do business. These codes of conduct must be governed by the guidelines for conduct set forth in this Code of Conduct and, in the case of listed country subholding companies and their subsidiaries, must be based on a purpose and values that are ultimately in line with the Purpose and Values of the Iberdrola Group, as well as with the Ethical and Basic Principles of Governance and Sustainability of the Iberdrola Group. This Code of Conduct does not apply in such cases.
3. At those companies and entities in which the companies of the Group, while not having a majority stake, are responsible for management, the professionals representing the companies of the Group shall promote compliance with the provisions of the Purpose and Values of the Iberdrola Group, the Ethical and Basic Principles of Governance and Sustainability of the Iberdrola Group and this Code of Conduct or the code of conduct approved by the corresponding company of the Group.
4. The Company shall encourage at other companies in which it holds an interest and that do not form part of the Group, as well as at the *joint ventures*, temporary joint ventures (uniones temporales de empresas) and other entities in which they assumes management, the alignment of their rules, policies and principles with those set forth in this Code of Conduct.
5. The directors, professionals and suppliers of the Group’s companies to which other codes of conduct apply shall also observe such other codes.

### Article A.2. Purpose

1. This Code of Conduct further develops and specifies the Purpose and Values of the Iberdrola Group and the Ethical and Basic Principles of Governance and Sustainability of the Iberdrola Group and establishes a set of principles and guidelines for conduct aimed at ensuring the responsible behaviour of directors, professionals and suppliers in a global, complex and changing environment. It also deals with the prevention obligations imposed within the area of criminal liability for legal entities.
2. Due to the nature hereof, this Code of Conduct does not deal with all potential situations, but rather establishes the standards to guide the conduct of the persons subject thereto in their relations with the Group’s companies and with third parties by reason of their connection to the companies of the Group, and to resolve any issues that might arise in the performance of their professional activities.



### Article A.3. Interpretation, Integration and Suggestions

1. This Code of Conduct shall be interpreted in accordance with the governance and sustainability system of the corresponding company of the Group. Without prejudice thereto, the Company's Compliance Unit is the body responsible for the general interpretation and integration of the Code of Conduct.
2. By way of exception to the foregoing, the management decision-making bodies of each of the companies of the Group are to provide a binding interpretation of the provisions set forth in Section B in a manner consistent with the rest of the text of this Code of Conduct.
3. The interpretative opinions of the Company's Compliance Unit, which must take into account the provisions of the Purpose and Values of the Iberdrola Group and the Ethical and Basic Principles of Governance and Sustainability of the Iberdrola Group, shall be binding on the professionals and suppliers of the companies of the Group.
4. Queries that professionals and suppliers (including subcontractors) might have regarding the interpretation of this Code of Conduct must be directed to the compliance units of the relevant companies of the Group through the channels made available in the internal reporting system.
5. The codes of conduct of country subholding or head of business or country companies that are not identical to this Code of Conduct because they include specific provisions to conform the content thereof to applicable domestic legal or industry-specific provisions shall be interpreted by the compliance units of such companies, although the interpretation of the provisions of this Code of Conduct (other than the provisions of section B) shall always be reserved to the Company's Compliance Unit.
6. The Code of Conduct forms part of the governance and sustainability systems of the Group's companies and fully respects the foundations for the definition and coordination of the Group and of the corporate organisation established therein.
7. Professionals and suppliers (including subcontractors) of the Group's companies may also submit suggestions regarding the content of the sections of the Code of Conduct that are applicable to them.

### Article A.4. Instructions in Contravention of the Code of Conduct

1. No director, professional or supplier of the Group's companies shall respond to any request of a third party, regardless of rank or position, that entails improper conduct or act that is unlawful, illegal or a breach of the provisions of the governance and sustainability systems, and especially this Code of Conduct.
2. In turn, no director, professional or supplier of the companies of the Group may justify improper, unlawful or illegal conduct or conduct that contravenes the provisions of its governance and sustainability system in reliance on an order from a superior or from any director or professional of the companies of the Group.

### Article A.5. Acceptance

1. Directors, professionals and suppliers of the companies of the Group subject to this Code of Conduct shall expressly accept the rules of conduct established herein that are applicable thereto.
2. Directors and professionals who join or hereafter become part of the boundary of the Group and suppliers contracting with companies of the Group shall expressly accept the rules of conduct set forth in Sections B, C and D, respectively, of this Code of Conduct.
3. An extract of this Code of Conduct, made up of Sections A and C hereof, shall be annexed to contracts with the professionals of the companies of the Group.



4. In the case of suppliers of the companies of the Group, an extract made up of Sections A and D of this Code of Conduct shall be annexed to their respective contracts and they must expressly accept the principles and guidelines for conduct set forth in Section D prior to commencing their contractual relationship with the Group's companies.

#### Article A.6. Preparation, Approval and Amendment

1. The Code of Conduct has been prepared taking into account the good governance recommendations generally recognised in international markets, the Purpose and Values of the Iberdrola Group and the Ethical and Basic Principles of Governance and Sustainability of the Iberdrola Group, constituting a basic reference for observance of such initiatives and practices by the companies of the Group.
2. This Code of Conduct shall be periodically updated based on proposals made by the Company's Compliance Unit, which shall review the content of Sections A, C and D hereof at least once per year, as well as on the suggestions made by the professionals of the Group's companies and the suppliers thereof (including subcontractors) in relation to the content of the sections of the Code of Conduct applicable thereto.
3. The Sustainable Development Committee, the Internal Audit and Risk Division and the Compliance Unit of the Company shall be able to make proposals to improve or to foster the adaptation of the Code of Conduct as a whole.
4. The amendment of this Code of Conduct shall in any case fall within the purview of the Company's Board of Directors.

#### Article A.7. Compliance

Observance of the Code of Conduct is understood to be without prejudice to strict compliance with the governance and sustainability systems of the Group's companies, and particularly in the case of the Company, with the Internal Regulations for Conduct in the Securities Markets and the rules in implementation thereof, and in the case of the Group's companies that engage in regulated activities, the current rules on separation of activities in each jurisdiction.

## Section D. Suppliers

#### Article D.1. Suppliers

1. Suppliers of the companies of the Group shall endeavour to ensure that their own suppliers and subcontractors are subject to principles of conduct equivalent to those established in this section of the Code of Conduct. They shall likewise require such suppliers and subcontractors to extend equivalent requirements to their respective supply chains.
2. The provisions of this Code of Conduct are understood to be without prejudice to such additional conditions or requirements as may be imposed by applicable law, by the practices and rules of the various jurisdictions in which the Group's companies operate and by the respective contract with each supplier, which shall apply in all cases.

#### Article D.2. Compliance Commitments of Suppliers

1. Suppliers shall engage in their commercial relationships in conformity with principles of business ethics, efficient management, transparency and honesty.
2. Suppliers must comply with the compliance policies of the Group's companies, whether general or special, which include crime prevention, the reaction against corruption and fraud, forced labour or any form of modern slavery, and with the strictest rules of ethical and moral conduct and international treaties and legal provisions applicable to these matters, ensuring the establishment of adequate procedures required for such purpose.



3. Suppliers undertake to promote free and fair competition in the markets in which they participate and to comply with the legal provisions on competition, actively cooperating with the authorities entrusted with the supervision of said markets.
4. Suppliers shall not directly or indirectly promise, offer or pay any bribe to facilitate transactions or other improper payments to any third party or to any professional of the companies of the Group in relation to their contracts therewith.
5. Suppliers shall not directly or indirectly promise, offer or pay any money or valuable property in a corrupt manner in order to (i) influence an act or decision of a third party or a professional of the Group's companies; (ii) obtain an undue or improper advantage for the companies of the Group; or (iii) induce a third party or a professional of the Group's companies to exercise influence over the act or decision of a public official or other persons participating in the performance of public duties.
6. Suppliers shall not try to obtain information owned by the Group's companies that is not public, particularly including information not available to other bidders, in relation to their contracts therewith. Nor shall they conceal or distort the information set forth in the accounting records and reports of the Group's companies.
7. Suppliers shall not promise, offer or deliver gifts or objects of value, of any kind, to persons or entities that are public officials or that participate in the performance of public duties for the purpose of or in relation to the formalisation of their contracts with the companies of the Group.
8. Suppliers may only promise, offer or give reasonable gifts or items of insignificant or symbolic value, including entertainment or meal expenses, for the purpose of or in relation to the formalisation of the contract, to persons or entities that are not public officials or do not participate in the performance of public duties and in accordance with legal provisions on anti-corruption and the integrity and ethics policies of the Governance and Sustainability System. In any case, reasonable gifts or objects or items of insignificant or symbolic financial value must have a legitimate business purpose.
9. Suppliers and the entities that they hire in turn to provide services or supplies to the companies of the Group (the "**Subcontractors**"), to their respective professionals, and to the companies that have participated in tenders for services or supplies in order to be suppliers, must communicate through the internal reporting system established by the corresponding company of the Group: (i) any conduct by a director or professional of the companies making up the Group that might constitute potentially improper conduct or an act that is potentially illegal or contrary to law or to the governance and sustainability system (including, in particular, any conduct that could constitute a crime, a serious or very serious administrative offence, or a breach of European Union law), with an impact on the companies of the Group or the interests and image of the companies comprising the Group; or (ii) the potential commission by a supplier, by one of its Subcontractors or by their respective professionals of an act or conduct from among those mentioned above within the framework of their commercial relationship with the companies of the Group or with an impact on the interests and image of the companies comprising the Group. All of the foregoing is without prejudice to their right to address their grievances or reports to the Spanish Independent Whistleblower Protection Authority (Autoridad Independiente de Protección del Informante) (A.A.I.) or to any other competent institution, body or entity.

In all investigations, the rights to privacy, respectability, defence and the presumption of innocence of the persons investigated or affected shall be guaranteed, and all measures shall be taken that are required to avoid any kind of retaliation against the whistleblower.



10. Suppliers, Subcontractors, their respective professionals and companies that have participated in a tender for services or supplies in order to be suppliers of the companies of the Group must report as promptly as possible any of the conduct or acts set forth in the preceding subsection of which they become aware due to their commercial relationship with the Company or with the other companies of the Group.
11. By contracting with a company of the Group, suppliers undertake to inform their professionals and their Subcontractors of the contents of Sections A and D of this Code of Conduct and of the existence of the internal reporting channels within the corresponding company of the Group, as well as to require their Subcontractors to inform their professionals thereof. In addition, suppliers must be able to show compliance with such obligations at the request of the Group company with which they maintain the commercial relationship.

#### Article D.3. Supplier Conflicts of Interest

Suppliers must maintain mechanisms ensuring that the supplier's independence of action and full compliance with applicable law will not be affected in the event of a possible conflict of interest between the interest of the supplier and the personal interest of any of its professionals.

#### Article D.4. Duty of Secrecy of Suppliers

1. Suppliers and their respective professionals shall be responsible for adopting adequate security measures to protect the non-public information owned by the companies of the Group and have the means necessary to safeguard it.
2. Information owned by the companies of the Group and disclosed to the supplier shall, as a general rule, be deemed to be confidential or secret information.
3. The information provided by suppliers to their contacts within the Group's companies shall be true and shall not be given with the intent to induce any deception.

#### Article D.5. Labour Practices of Suppliers

1. Suppliers shall reject all forms of forced or compulsory labour and modern slavery as provided in applicable law and international conventions, and shall adopt appropriate measures within their organisation for the elimination thereof. They shall also require their supply chains to take similar action.
2. Likewise, suppliers shall expressly reject the use of child labour, both within their organisation and in their supply chain, respecting the minimum hiring age limits in accordance with applicable law and international conventions, and shall have adequate and reliable mechanisms in place to verify the age of their professionals.
3. Suppliers must reject: (i) all discriminatory practices due to any condition or characteristic in employment and occupational matters and treat their professionals fairly and with dignity and respect; and (ii) any conduct that might be classified as harassment. To this end, they shall promote a culture of prevention that endeavours to reject any manifestation of workplace violence or harassment in any form, fostering a respectful and healthy working environment and applying the principle of zero tolerance towards any behaviour that might be classified as harassment or discrimination.
4. The working conditions of the suppliers' professionals, which shall be communicated thereto in a language understandable to them, shall in any case respect the law, the collective bargaining agreement and the main international standards, as well as the international conventions applicable in each case, taking particular care to ensure appropriate terms regarding salaries, ordinary and overtime hours, and employee benefits.



5. The freedom of association and the right to collective bargaining of the suppliers' professionals must be respected thereby, subject to the law and to the main international conventions applicable in each case.
6. Professional relations between suppliers and their staff must be based on equal opportunity, particularly between the sexes, on non-discrimination due to any condition or characteristic, and on the promotion of a multi-layered, diverse and inclusive professional environment based on respect for all persons, that fosters training and performance.
7. Suppliers shall assess the implementation of measures that promote respect for the personal life of their professionals and facilitate the achievement of an optimal balance between the latter and work responsibilities, based on applicable legal provisions and local practices, and shall not in any case eliminate the measures established at the time of becoming a supplier of the Group's companies.

#### Article D.6. Health and Safety Commitments of Suppliers

1. Suppliers shall take the measures required to ensure the health and safety of their professionals or of third parties providing services on their premises in all aspects related to the performance of their duties, reducing the hazards present in the workplace and minimising the associated risks by adopting effective preventive and protective measures, in accordance with the applicable international conventions and applicable law.
2. Suppliers shall identify and evaluate potential emergency situations at the workplace and shall minimise the possible impact thereof by implementing emergency preparation and response plans and procedures.
3. Suppliers shall provide their personnel with appropriate prevention training, assuming the cost of the training, as well as the cost of implementing other preventive and protective measures, and shall be liable for any damage or harm attributable to them by action or omission, especially as a result of not having adopted appropriate health and safety measures. They shall also actively work with the corresponding Group company in managing prevention in the work and services performed at the work centres and workplaces of the companies of the Group, in accordance with the requirements established for the coordination and monitoring of health and safety measures.
4. If the professionals of the supplier or those of the Subcontractors hired thereby must be posted elsewhere in order to carry out the work, the supplier shall endeavour to ensure appropriate means of transport and decent accommodation.

#### Article D.7. Commitment of Suppliers to Natural Capital

1. Suppliers must strictly comply with all obligations regarding natural capital applicable thereto and have an effective environmental policy and due diligence systems based on the products and services supplied, in order to, among other objectives:
  - a. reduce their greenhouse gas emissions through the efficient use of energy and resources, as well as minimise energy consumption in order to reduce their carbon footprint;
  - b. minimise the use of natural resources, fuels, chemicals and consumables, in order to reduce their corporate environmental footprint and prevent pollution;
  - c. identify and manage the substances, waste and other materials that present a hazard when released into the environment in order to ensure that they are handled, transported, stored, recycled or reused, and disposed of safely, ensuring the circularity thereof, in compliance with applicable legal provisions and ensuring the proper management of waste, all in order to prevent and minimise pollution, waste materials, waste water or emissions having the potential to adversely affect the environment; and



- d. prevent deforestation (ensuring that they do not supply products that cause it) and the loss of biodiversity, and ensure the conservation of land and water resources in those environments in which they operate or have an ability to influence.
2. Suppliers must have appropriate reporting mechanisms to report on the performance of the aforementioned aspects in case the corresponding company of the Group requests information in this regard.

#### Article D.8. Quality and Safety of Products and Services Supplied

Products and services delivered by suppliers shall meet the quality and safety standards and parameters required by legal provisions, with special emphasis being placed on adherence to agreed prices, delivery dates and safety conditions.

#### Article D.9. Commitment to Human Rights and to Sustainability Due Diligence

1. Suppliers shall respect the human rights and the environmental prohibitions set out in the main international agreements in these areas. In particular, they shall comply with applicable law regarding responsible mineral sourcing.
2. In accordance with existing legal requirements, when so requested by the relevant company of the Group, suppliers shall cooperate in the identification of the human rights and environmental impacts relating to the operations, products or services that they provide to the Group company. Likewise, in accordance with applicable law, in their contracts with suppliers, the companies of the Group may establish clauses, guarantees and methods of independent verification related to compliance with the Code of Conduct, as well as the establishment of prevention plans or plans to correct impacts on human rights, in those cases in which it is determined that the severity or probability of occurrence thereof is high.
3. Suppliers shall establish the mechanisms required for their professionals and third parties to make anonymous complaints or claims in the event of possible breaches of the first paragraph of this Article. If such complaints and claims affect products or services provided to a company of the Group, suppliers shall inform the relevant Group company of the results of the investigation of the complaints received, as well as of the measures taken.
4. Suppliers shall inform their professionals and the Subcontractors of the existence of a complaint mechanism of the corresponding company of the Group. They shall also require their Subcontractors to inform their professionals thereof.

#### Article D.10. Subcontracting

1. Suppliers of the companies of the Group shall be responsible for ensuring that their own suppliers and Subcontractors are subject to principles of conduct equivalent to those established in this section of the Code of Conduct.
2. The actions performed and the procedures used by suppliers to comply with their obligations towards the Group's companies may not entail an indirect or intermediate violation of this Code of Conduct, the policies or the other rules of the Governance and Sustainability System.

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This Code of Conduct was approved at a meeting of the Board of Directors of the Company held on 25 March 2025, makes up a portion of the Code of Ethics initially approved on 27 February 2002 and which ceases to be in effect.