



CODE OF CONDUCT FOR HISPAGAN GROUP SUPPLIERS

Hispagan, S.L., with more than 25 years of experience in the logistics sector, is specialized in the transport of all types of goods, both industrial and food.

Since its foundation in 1995, **HISPAGAN, S.L.** has consolidated itself in the sector, dedicating itself as the main line of business to the domestic and International Road Transport of all types of merchandise.

Under the premise of offering effective, safe and competitive work, our professionals work every day striving to improve the quality and service we offer our clients.

Hispagan, S.L. actively contributes to minimizing the environmental footprint, to offer a safe, inclusive and motivating work environment. We apply good business practices that are trustworthy, transparent and in accordance with commercial practices. We are fully aware of our responsibilities arising from our activity. Therefore, we have imposed a strict set of ethical standards that guide us in our business relationships.

We expect all our suppliers, including subcontractors, that is, all companies that do business with our company to comply with these same ethical standards. For this reason we have issued this **Supplier Code of Conduct (SCoC)**, which sets out the minimum standards for doing business with us.





LAWS AND ETHICAL STANDARDS

The supplier shall comply with all laws applicable to its business. The supplier shall support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights, the UN Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises as well as the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:



HUMAN RIGHTS AND FAIR LABOR PRACTICES



CHILD LABOR

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. The supplier shall apply a minimum working age of 15 years, even where local legislation permits younger children to be employed. Workers under the age of 18 shall only perform work in accordance with legal requirements of their country of employment (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.



FORCED LABOR

The supplier shall not use any form of forced, bonded, compulsory labor or modern forms of slavery. All labor must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses (e.g. licenses and levies) relating to workers, where legally required.

Punishment, mental and/or physical coercion as well as any other form of human trafficking are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.



COMPENSATION AND WORKING HOURS

The supplier shall comply with all applicable local laws and mandatory industry standards regarding working hours, including overtime, rest breaks and paid vacation.

The supplier shall compensate its workers in accordance with local minimum wage legislation and terms of applicable collective bargaining agreements as well as with industry standards. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid (i.e. receive employment documents in a language they understand). Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.



FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collective bargaining in accordance with applicable local laws.



DIVERSITY AND INCLUSION

The supplier shall promote an inclusive work environment that values the diversity of its employees.

The supplier shall be committed to equal opportunities and not discriminate or tolerate discrimination or harassment with respect to gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, or any other characteristic protected by law.





HEALTH & SAFETY

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business.

The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health e.g. drinking water, in order to preserve the safety and health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures, including the provision of appropriate Personal Protective Equipment (PPE). Employees are to be adequately educated and trained in health and safety issues in a language they understand.



DATA PROTECTION, INFORMATION SECURITY, AND DISCLOSURE OF INFORMATION

The supplier shall adhere to applicable data protection laws, including security of personal data, as well as to respective regulation, e.g. GDPR, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, recorded, hosted, processed, transmitted, used or erased.

The information security requirements applicable to suppliers with regards to any data entrusted to their control during and after their engagement with **Hispagan Group** are based on international standards, such as the Code of Practice for Information Security Management. Suppliers should take account of the need to protect the confidentiality, integrity and availability of information. At all times the required level of information security and control to be ensured by suppliers must be commensurate with the sensitivity, value and criticality of the information being processed throughout the lifecycle of the information.

The supplier shall safeguard and make only appropriate use of confidential information. The supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the general public.



BRIBERY AND CORRUPTION

The supplier shall comply with all applicable national and international anti-corruption laws and regulations. The supplier shall not (neither directly nor indirectly) offer, provide or accept anything of value to improperly influence an official act or to secure an improper advantage in order to obtain or retain business. This includes so-called facilitation payments or other benefits provided to public officials for routine non-discretionary actions.



TRADE REGULATION

The supplier shall comply with all applicable export control, sanctions and customs laws and regulations, including Prohibitions & Restrictions ("Trade Laws"). The supplier in particular ensures that the supplier, its beneficial owner(s), all its agents and any other subcontractors used by the supplier are not listed on any applicable Denied Party sanctions lists.



MONEY LAUNDERING & FINANCIAL RECORDS

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to applicable laws and regulations.



FREE COMPETITION

The supplier shall comply with applicable competition and anti-trust laws.

CONFLICTS OF INTEREST

A conflict of interest is any personal or financial interest, any business or personal activity or relationship, prior or current employment, or any obligation that may interfere with the ability to objectively perform job duties and responsibilities or impair independence and objectivity. Such conflict of interest situations include critical relationships such as a relationship by blood or marriage, partnership, participation or an investment in business partners or competitors. The supplier shall immediately disclose any actual or potential conflict of interest related to its activities with **Hispagan Group**.

ENVIRONMENT

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. We expect our suppliers to strive to support **Hispagan Group's** environmental and climate protection commitments through the products and services they deliver, which should be done efficiently by taking the environmental impact into consideration.

Hispagan Group also expects its suppliers to report relevant data on environmental and climate protection upon request.

We expect our suppliers to take environmental and climate protection appropriately into account in their own operations, for example, by setting climate protection goals for themselves and achieving them.

CONFLICT MINERALS

The supplier shall comply with all applicable laws and resulting due diligence obligations with respect to the sourcing of minerals and materials from conflict affected regions and high-risk areas, which may contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

COMMUNITY OUTREACH

Hispagan Group encourages suppliers to give back to their local communities and engage in initiatives and activities that reflect the UN Sustainable Development Goals.

BUSINESS CONTINUITY PLANNING

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, supply chain disruptions, communicable disease outbreaks – epidemics or pandemics, information security issues, cyber-attacks). This preparedness includes business continuity plans that protect both employees as well as the environment from the effects of possible serious disruptions that may arise within the domain of operations.

BUSINESS PARTNER DIALOGUE

The supplier shall implement equivalent standards e.g. ethical standards, to the ones laid out in this SCoC for their own suppliers, as part of fulfilling their contractual obligations.



RESPECT AND DUTY OF CARE

All Suppliers are required to act and interact with respect and in good faith with employees of **Hispagan Group**.

Suppliers are to exercise due care in the use of property and equipment entrusted to them, as if the property is their own.

When using property or materials that carry a **Hispagan Group** trademark or brand, all suppliers shall exercise particular care as any of their actions or activities may be associated with **Hispagan Group**. Any unauthorized use of branded or trademarked materials or equipment is to be avoided. It is considered a misuse of **Hispagan Group** branded or trademarked materials and equipment if even an appearance of impropriety can be inferred.



COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

Hispagan Group reserves the right to check compliance with the requirements of this SCoC, for example through selfassessments and audits either by **Hispagan Group** or a third party. The supplier shall strive for continuous improvement, such as setting measurable targets on the environment, working conditions or diversity, and reporting on progress for sustainability. In case a breach is identified, the supplier shall create an incident report and present a corrective action plan.

The terms and conditions set forth in this **Supplier Code of Conduct** reflect **Hispagan Group's** values and commitment to its customers, the communities which we serve and the protection of the environment. Therefore, any breach of these terms and conditions must be cured. Without prejudice to any other contractual remedies **Hispagan** may be entitled to, any failure to cure such a breach immediately will cause **Hispagan Group** to consider ending the commercial relationship.



REPORTING IRREGULARITIES

Hispagan Group encourages anyone who wishes to report any violations from what is outlined in this SCoC to write an e-mail to info@hispagan.com. In case you wish to report suspected breaches of law, you can contact the **Compliance Management of Hispagan Group** via <https://www.hispagan.com/contacto>



CONTINUOUS IMPROVEMENT

The supplier shall feel encouraged to proactively approach **Hispagan Group** with innovative ideas which contribute to further social, economic or environmental improvement. **Hispagan Group** values the open exchange of new ideas and is willing to explore new opportunities jointly with suppliers.