



Supplier code of conduct

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1. Introduction

CaixaBank, S.A. is a credit institution and parent of a financial and investment services group. With the approval of this Supplier Code of Conduct (hereinafter, the “**Code**”), CaixaBank intends to spread and promote the ethical values and principles that will govern its suppliers’ activity of goods and services, contractors and third-party collaborators (hereinafter, “**suppliers**”).

The Supplier Code of Conduct is applicable to the suppliers of CaixaBank and the companies of its Group with which it shares the purchasing management model.

Notwithstanding the above, to facilitate following the Code, only CaixaBank shall be mentioned.

As a general principle, CaixaBank shall only hire suppliers that operate in accordance with best practice in ethical, social and environmental issues, as well as good corporate governance. In turn, suppliers shall respect basic human and labour rights when undertaking their business and work to spread them across their value chain.

The principles contained here will conform to and be coherent with the principle of proportionality, which is why, in applying them, the size, internal organisation, nature, scale and complexity of the activities carried out by the suppliers providing their services must be taken into account.



2. Purpose and scope

1. CaixaBank considers its suppliers as indispensable to meet its growth objectives and improve the quality of service, seeking to build relationships with them based on trust and in keeping with its values.
2. Complying with the principles and action guidelines that are described in this Supplier Code of Conduct is crucial when selecting and assessing the suppliers.
3. It is essential for CaixaBank that the suppliers guide their activity based on the principles of integrity, accountability and diligence, following the appropriate behaviour patterns on the market.
4. CaixaBank's activity requires the legality in force to be rigorously fulfilled. As a result, CaixaBank requires its suppliers to refrain from engaging in any conduct, expressly or tacitly, that, as a result of the standard or through illicit or criminal activity, may entail a reified profit in income, cost saving or any type of competitive edge.
5. Similarly, CaixaBank expects the suppliers to promote the principles within this document throughout their value chain.
6. CaixaBank will carry out the relevant communication actions so that suppliers know and understand this Code and can assume its compliance. Similarly, every supplier will be responsible for ensuring that its employees understand and comply with the Code.
7. The contents of this Code do not substitute specific requirements of the contracts, but rather complement them. If a contract term is stricter, the supplier must comply with the stipulated contract terms.



3. Principles of action

The Supplier Code of Conduct determines specific guidelines in the following content areas:

- > Human and labour rights.
- > Occupational Risk Prevention
- > Ethics and integrity.
- > Health and safety.
- > Environment and quality.
- > Confidentiality, privacy and continuity.

3.1 Human and labour rights

1. For the provision of services in favour of CaixaBank, the supplier must use its own personnel, who will carry out their functions following its instructions, in accordance with the obligations assumed by the latter with regard to CaixaBank by means of the service provision contract signed, undertaking that all personnel and collaborators involved in the services will be aware of CaixaBank's needs in relation to the same.

Specifically, the supplier undertakes to ensure that the work team assigned to the services contracted for CaixaBank and the people who form part of it:

- a. have the training, qualifications and appropriate sizes to carry out the services, as per the quality levels and methodology agreed upon.
- b. are aware of the content of the clauses of this Agreement regarding the intellectual property of the programs, databases, security, confidentiality and processing of personal data; and assume the personal obligation to respect them.

The supplier may only subcontract the services it provides for CaixaBank in the cases previously and expressly authorised by the Entity by means of the corresponding commercial outsourcing contract. The supplier must ensure that the contractor complies with the provisions of this Code of Conduct, as well as with the provisions expressly aimed at verifying compliance with the labour obligations that the contractor may have with its personnel.

2. CaixaBank requires its suppliers to show strict respect for human and labour rights, in line with the provisions of its Human Rights Principles, and encourages them to include conduct aligned with its values in their practices and transmit them to their own value chains.

3. Thus, suppliers shall comply with all applicable local, national and/or international laws and regulations, including those relating to labour practices, benefits, health and safety of their personnel and anti-discrimination practices in the countries in which they operate, produce or carry out their business activities, avoiding any actions that do not comply with the labour standards in force and applicable at any given time. In addition, the suppliers:
 - a. Will recognise freedom of association, union freedom and the right to collective bargaining, in accordance with the prevailing legislation of the country in which they carry out their activity.
 - b. They shall reject and combat within the company any form of discrimination in the workplace on the basis of sexual identity, gender expression, sexual orientation, ethnic origin, nationality, beliefs, religion, political opinion, affiliation, age, marital status, disability and other legally protected status.
 - c. They will avoid colluding in any form of abuse of Human Rights and will defend eliminating forced and compulsory labour and the effective abolition of child labour. Will not hire minors under the legal minimum age to work, as per local or national legislation that is applicable to them and, in no case, an age lower than 14 years old (according to the C138, Agreement on the minimum age of the ILO).
 - d. They will impede any practice from being carried out that involves a threat, force or any type of intimidation, reprisals or abuse of power for the purposes of exploitation and forced labour of workers.
 - e. They will promote equal opportunities for employees of both sexes in accordance with the law and the agreements signed with the workers' representatives. Will consequently ensure a work environment that is free from harassment, intimidation or improper or offensive conduct, including sexual propositions or suggestions, graphic material and other actions that may offend the dignity of any person.
 - f. They shall promote, as far as organisationally possible, measures that favour a work-life balance over and above the legally established minimums and shall implement actions of a socio-occupational and corporate culture based on flexibility, mutual respect and commitment for their own employees.

3.2 Occupational Health and Safety

1. The supplier must provide CaixaBank with the documentation accrediting the modality it has adopted for its occupational risk prevention service¹. The supplier undertakes to inform the customer of any amendment that occurs in this regard

The supplier will also inform CaixaBank of the process for attending to any accident victims, indicating the workplace accident insurance company, clinic, doctor, etc. where they will be treated, as necessary.

2. Similarly, the supplier guarantees that it complies with the applicable Occupational Risk Prevention regulations and, specifically, with the obligations concerning the following:
 - a. Occupational risk assessment.
 - b. Compliance with the workers' duty of information, consultation and participation.
 - c. Compliance with the duty to provide the workers with health and safety training.
 - d. Compliance with the health monitoring obligations established.
 - e. Compliance with the duty of documentation.

3.3 Tax obligations

Suppliers undertake to comply with all their obligations in tax matters and, in particular, to comply with the tax obligations relating to taxes that they must pass on or amounts that they must withhold from workers, professionals or other businessmen, in the part that corresponds to the Services.

Suppliers must provide an annual certificate issued by the Tax Agency accrediting that they are up to date with payments and are in compliance with their tax obligations, in accordance with the provisions of article 43.1.f) of General Tax Law 58/2003. This certification must not be more than twelve (12) months from each payment date, and must be renewed by the suppliers when it expires as required during the provision of the services.

1. In the event of having its own prevention service, this documentation must refer to the qualifications of the controller, in the event of having a group prevention service, it must provide the Deed of Incorporation of the group and a certificate of the service that proves that it continues to be a member thereof; and, if the service has been arranged with an external entity, the documentation must consist of the agreement document with said entity.

3.4 Ethics and integrity

1. CaixaBank actively rejects any action or omission that is directly or indirectly related to acts of corruption, bribery or the laundering of money from criminal or illicit activities. CaixaBank will not accept activities that are not aligned with prevailing regulations under the premise that one is operating in favour of CaixaBank, regardless of the possible financial benefit or any other kind that may be created.
2. The suppliers will carry out their activity with integrity, transparency and the highest degree of business ethics.

CaixaBank has a [Code of Ethics and Principles of Conduct](#) that highlights the values (quality, confidence and social commitment) and the ethical principles that inspire their activity and that must govern their activity. These principles are compliance with the laws and regulations in force at all times, respect, integrity, transparency, excellence, professionalism, confidentiality and social responsibility. It is therefore important for CaixaBank that its suppliers are aligned with these values and principles.
- 3.
4. CaixaBank is committed to the fight against corruption in all its forms, including extortion and bribery. CaixaBank has a [Corporate Anti-corruption Policy](#) which is an essential tool to prevent both CaixaBank Group companies and their employees from engaging in conduct that may be contrary to the law or to CaixaBank's basic principles of action. Consequently, CaixaBank shall require its suppliers to adopt suitable measures to ensure fair conduct and competition on the market, thus avoiding conduct that is contrary to current legislation and the principles underlying its business.
5. The suppliers shall establish mechanisms to fight against all forms of corruption, extortion, price fixing and/or anti-competitive behaviour, embezzlement, money laundering, financing of terrorism or peddling of political favours.
6. CaixaBank considers combating money laundering and terrorist financing a priority. Therefore, in accordance with the legislation in force and where applicable, suppliers shall have in place appropriate means for the prevention of money laundering and terrorist financing. In any event, they should comply with international financial sanctions programmes.
7. The suppliers will not accept nor offer gifts, benefits, favours or provisions free of charge that are intended to improperly influence their business, professional or administrative relationships.
8. The suppliers will avoid entering into actual or potential situations of conflicts of interest, of their employees and of those of CaixaBank, and they will maintain mechanisms that, in the event of a potential conflict of interest, guarantee the independence of the supplier's activity. Any individual affected by the conflict of interest must refrain from becoming involved or participating in the related negotiation or transaction.
9. Suppliers, by virtue of their contractual relationship with CaixaBank, shall ensure that CaixaBank's image and reputation are preserved and shall only use CaixaBank's logo and corporate image under the agreed terms.
10. Suppliers shall protect and respect all of CaixaBank's intellectual and industrial property rights. Suppliers may not use the trademarks, logos and trade names of CaixaBank, internet domain names or any other distinctive sign of CaixaBank in any way without the prior express written consent of CaixaBank.

3.5 Health and safety

1. Suppliers shall undertake to respect the labour laws and regulations of the country where they provide the service, as well as the commitments set out in CaixaBank's Occupational Health and Safety Policy and Healthy Organisation Policy.
2. Suppliers, in compliance with the regulations in force in order to protect their workers against occupational hazards, shall guarantee their health and safety in all aspects related to their work, by integrating preventive activity in the company and adopting all necessary measures. They shall promote safe and healthy workplaces, carrying out the required activities to reduce the risk of accidents, injuries and exposure of their workers.

The suppliers will provide safety information regarding the known risks of the workplace, and employees of the supplier will receive the corresponding training to ensure that they are properly protected. Suppliers shall identify and assess likely and potential **risk** situations in the workplace and **adapt measures** to minimise their impact.

3.6 Environment and Quality

1. Suppliers will guarantee compliance with the applicable environmental standard and will provide the services and tasks comprising the same in an environmentally conscious way in all the regions where they carry out their activity. Plus:
 - a. They will carry out their activity taking into account significant opportunities and risks that are derived from an environmental perspective.
 - b. They will work to prevent, minimise and, where possible, offset their direct negative impact on the environment.
 - c. When applicable, they will use environmentally conscious technologies.
2. During the approval process prior to contracting, CaixaBank may analyse, among other aspects, the environmental performance of suppliers in order to verify that they incorporate best practices to guarantee environmental wellbeing in their activity.
3. When the supplier's activity and the nature of the services provided may have a significant adverse impact on the environment, including biodiversity and/or contribution to climate change, CaixaBank may request to know the preventive measures applied and the systems used to identify, manage and minimise the negative environmental impacts of its activities.
4. The suppliers will encourage the rational use of energy and efficiency when using basic resources by maintaining a preventive approach that reduces the environmental impact of its operations and safeguards natural resources.

3.7 Confidentiality, Privacy and Continuity

1. CaixaBank shall require that its suppliers keep confidential the information they can access as part of the contractual relationship they hold with CaixaBank.
2. The suppliers must comply with the laws with regard to applicable data protection, privacy and information security in the countries in which they operate and with the clauses regulating the relationship between the supplier and CaixaBank.
3. The suppliers undertake to process the personal data exclusively by following CaixaBank's instructions, to guarantee that the people authorised to process the data have pledged to respect its confidentiality and to adopt the appropriate technical and organisational measures to ensure that the suppliers properly protect the personal information CaixaBank discloses to them.
4. When applicable, suppliers will have business continuity and technological contingency plans that guarantee the continuity of the services provided. Suppliers shall undertake to report in due time and form the occurrence of a situation of unavailability affecting the services provided.
5. Any external communication action (including media, digital channels or social networks) that the supplier wishes to carry out with respect to the contractual relationship maintained with CaixaBank or the services provided must be agreed with CaixaBank.



4. Information security

The supplier undertakes to ensure the security of CaixaBank's information. Consequently, the provider shall implement the necessary security and prudence measures to prevent the alteration, loss, unavailability and unauthorised processing of or access to CaixaBank's resources and information.

To this end, the supplier undertakes to comply with the information security requirements set out in Annex I.



5. Personal data protection

1. CaixaBank informs the supplier that the personal data of representatives, employees or other natural persons acting for or on behalf of the supplier and provided to it as part of the contractual relationship with CaixaBank will be processed for the purpose of managing said relationship, and also to comply with applicable regulatory obligations and to prevent fraud and ensure the security of CaixaBank's systems, networks and data. Once the contractual relationship has ended, the data will be kept, for the sole purpose of complying with the required legal obligations and for the formulation, exercise or defence of claims, during the prescriptive period of the applicable actions.

The data may be communicated to public authorities, in order to comply with applicable legal requirements, as well as to other CaixaBank service providers. These communications may be addressed to third parties located both inside and outside the European Economic Area.

The owner of the data may exercise their rights before CaixaBank (or the corresponding CaixaBank Group entity), in accordance with the applicable regulations, at the following address www.caixabank.com/ejerciciodederechos

Similarly, they will be able to address any complaints related to the processing of their data to the Spanish Data Protection Authority (www.aepd.es). The owner may also contact the Data Protection Officer of the CaixaBank Group at the following address www.caixabank.com/delegadoprotecciondedatos



6. Crime prevention

CaixaBank has a Criminal Prevention Model whose aim is to prevent, detect, avoid and react to criminal conduct that may occur within the organisation, and to identify the risks and controls associated with risk activities. For this reason, CaixaBank has strengthened its model of organisation, prevention, management and control, which has been designed fully in accordance with the culture of compliance that underpins the decision-making at all levels in CaixaBank.

In this regard, CaixaBank has approved a [Criminal Compliance Policy](#), which establishes that the general principles contained therein must also be complied with by its suppliers.

These principles include encouraging a corporate culture of prevention and not tolerating illicit or fraudulent acts being committed and the obligation of all people under its responsibility to report any event that potentially constitutes a crime, fraud or irregularity.

Suppliers will be asked during the on boarding process whether they, as a legal entity, or any member of their administrative and/or management body, have been convicted of any criminal offence attributable to the legal entity.



7. Internal Reporting System and Enquiries Channel

1. As part of the CaixaBank Group's internal reporting system, the [Whistleblowing Channel](#) is available to suppliers and anyone working for or under their supervision, through which any fact that may be contrary to the provisions of this Code can be reported, including those that may constitute fraud or even criminal offences. The System, in line with the requirements of Law 2/23, allows both named communications, i.e. identifying the whistleblower, and anonymous communications.

Suppliers are responsible for taking appropriate action to inform anyone working for or under their supervision of the existence of the Whistleblowing Channel.

Complaints are received, managed and resolved using a rigorous, transparent and objective procedure, safeguarding in all cases the confidentiality of the persons involved in the conduct being reported. The CaixaBank Group rejects and will not tolerate any kind of reprisals, in any form, by its suppliers against persons who file a complaint, as well as against those who participate or assist in the investigation of the complaint, provided that they have acted in good faith and have not participated in the reported act. To guarantee compliance with this principle, any measures necessary to ensure the protection of the whistleblower will be adopted.

2. The CaixaBank Group also offers suppliers the Enquiries Channel which is the channel used to send any queries that may arise in relation to compliance with the Code.

CaixaBank Regulatory Compliance is the department responsible for receiving all communications and queries regarding the application of this Code and for handling them in accordance with the interests and needs of CaixaBank. For this purpose, the required standards of integrity and confidentiality shall apply.



8. Reputational risk management

1. In the event that, during the course of the contractual relationship with CaixaBank, events occur that could negatively affect CaixaBank's reputation (including, by way of example, incidents that affect the continuity or quality of the Service, incidents with a material and/or operational impact, computer attacks or failures in the custody of confidential information or any fact/event that could have an impact on the media and social networks with a potential impact on CaixaBank's reputation), the supplier undertakes to inform CaixaBank and to contact the CaixaBank Group's Communication and Institutional Relations Department at servicio.atencion.riesgo.reputacional@caixabank.com within a period not exceeding 24 hours from the occurrence of the event or from the time the supplier becomes aware of it.

The purpose of said communication shall be to coordinate between the supplier and CaixaBank for the purpose of carrying out the external communication actions that CaixaBank considers necessary in relation to the event with a possible negative impact on CaixaBank's reputation.

2. Similarly, if CaixaBank becomes aware of any incident involving a supplier that could have a reputational impact on CaixaBank, it may contact the supplier to reach agreement on the appropriate external communication actions.



9. Policy on international economic-financial sanctions

1. Throughout the entire relationship with CaixaBank, suppliers undertake to:
 - a. Comply with any legislations, regulations, guidelines, resolutions, programmes, or restrictive measures related to international economic/financial sanctions imposed by the United Nations, the European Union or any of its Member States, including the Kingdom of Spain, the United Kingdom and/or the US *Department of the Treasury's Office of Foreign Assets Control*, and not to act directly or indirectly for or on behalf of a Sanctioned Person or any person that is established, located, has operational headquarters, or resides in a country or territory, or whose government is and/or is known to be subject to sanctions under legislations, regulations, guidelines, resolutions, programmes, or restrictive measures related to international economic/financial sanctions imposed by the United Nations, the European Union or any of its Member States, including the Kingdom of Spain, the United Kingdom and/or the United States. *Department of the Treasury's Office of Foreign Assets Control*.
 - b. Not directly or indirectly apply the funds originating under this Agreement, or in any other way put such funds at the disposal of any Person, for the purposes:
 - (i) of financing any activity or business of, or with, a person or entity, in any territory or country that, at the time of using the funds, the contracted product, or its government, are known to be sanctioned under legislations, regulations, guidelines, resolutions, programmes, or restrictive measures related to international economic/financial sanctions imposed by the United Nations, the European Union or any of its Member States, including the Kingdom of Spain, the United Kingdom and/or the US *Department of the Treasury's Office of Foreign Assets Control*, o
 - (ii) any other form of financing activities that entail the failure to comply with legislations, regulations, guidelines, resolutions, programmes, or restrictive measures related to international economic/financial sanctions imposed by the United Nations, the European Union or any of its Member States, including the Kingdom of Spain, the United Kingdom and/or the U.S. *Department of the Treasury's Office of Foreign Assets Control* for any Person.
2. The supplier undertakes to ensure that the directors, senior executives, employees and/or agents, if applicable, of the supplier are aware of, assume and comply with the obligations indicated in this clause.



10. Adherence and Compliance with the Code

1. This Code is mandatory for suppliers of CaixaBank. Suppliers providing services within the Group undertake to comply with this Code when registering on the Supplier Portal or renewing their contracts.

Exceptionally, if a supplier does not adhere to this Code, it must inform of the circumstances justifying such a decision and, in any case, provide its own Code of Ethics and/or Code of Conduct. CaixaBank Regulatory Compliance will analyse the case and authorise, where appropriate, any non-adherence. In any case, the supplier's registration will remain pending until the resolution by Regulatory Compliance.

2. Suppliers shall establish suitable mechanisms for the effective dissemination of this Code among their staff and, in particular, among those working for CaixaBank. In turn, suppliers are responsible for ensuring that their own suppliers, as well as the rest of their value chain, are subject to principles of conduct equivalent to contained in this Supplier Code of Conduct. CaixaBank reserves the right to audit its suppliers or, where appropriate, request that they show that they have effectively complied with the provisions of this Code.
3. Non-compliance by the supplier of this Code can have consequences in the contractual relationship with CaixaBank. Depending on the severity of non-compliance, these consequences may range from a warning to the contract being terminated early, notwithstanding any other legal or administrative actions that may be applicable. This aspect will be included in the corresponding contract with the supplier.
4. Suppliers will carry out an internal follow-up of compliance with this Code and they will proactively communicate to CaixaBank any non-compliance of the same, paying particular attention to those aspects that may have a direct or indirect economic or legal impact or affect its reputation.



Annex I

11. Information security measures

11.1 Governance, risk management and compliance

The supplier shall have a policy and procedures in place setting out technical and organisational measures to mitigate the risks of alteration, loss, disclosure, unavailability and unauthorised access or processing of resources and information, which shall be reviewed periodically to ensure that their suitability, adequacy and effectiveness are maintained in a manner that complies with best security practices.

In case of full or partial subcontracting of the service, the supplier must monitor the information security compliance of the subcontracting suppliers with respect to the obligations undertaken in this annex and the contract.

At CaixaBank's request and at the end of any service involving the processing of CaixaBank information, the supplier must issue a certificate of destruction/deletion of such information.

11.2 Training and Awareness

The supplier must have a training and awareness plan for employees on cybersecurity and compliance with legal requirements. This should be provided to employees on an annual basis. There should also be training tailored to the employee's role within the company.

11.3 Incident management

The supplier must have a documented incident management procedure (both logical and physical) to monitor, control and follow up on security incidents in a prompt, efficient and orderly manner. This procedure must include, among other things, the incident escalation and resolution flow, the categorisation of incidents based on their severity and the team responsible for reporting them to CaixaBank.

Cybersecurity incidents that affect or may affect all CaixaBank Group services, applications, information and IT systems must be reported to seguridad.informatica@caixabank.com, in a prompt and timely manner, in accordance with the legal, regulatory or contractual requirements set out in the supplier's contract with CaixaBank.