

# Code of Conduct

## 1. General Considerations

This Code of Conduct represents a minimum standard of anti-bribery compliance applicable to all NUSIM employees, as well as its stakeholders or business partners representing it.

NUSIM has zero tolerance towards criminal offences in general and in particular to crimes of:

- Bribery
- Corruption in the private sector
- Corruption within private entities
- Transnational active bribery
- Generic active bribery
- Specific active bribery
- Influence peddling
- Money laundering
- Financing of terrorism

In this regard, we are committed to act professionally, impartially and with integrity in all our activities,

The objective of the **Code of Conduct** is to define the guidelines to be followed for the management of gifts, hospitality, donations or similar benefits from/to NUSIM collaborators, as well as its stakeholders or business partners.

Accepting/delivering gifts, hospitality, donations or similar benefits may be a legitimate way to foster good business relationships, but it is important that they are NEVER used to improperly influence decision-making processes or make others perceive that there was undue influence.

The acceptance/giving of gifts, hospitality, donations or similar benefits must always be in accordance with the law and local business practices. It is important that all possible precautions are taken when accepting/delivering gifts, hospitality, donations or similar benefits in order to preserve or protect NUSIM's good business reputation.

In general, no gifts, hospitality, donations or similar benefits should be accepted/given from/to any stakeholder or business partner with whom NUSIM has any kind of commercial, contractual or similar relationship. Except for the considerations detailed in this **Code of Conduct**.

All economic amounts indicated as threshold values in this document are expressed in € and refer to Spain. In order to extrapolate these criteria to other currencies and countries and adapt them to their purchasing power, the % that these values represent to the Minimum Inter-professional Wage (SMI) will be used.

## 2. Obligations of NUSIM Employees

- Comply with this Code of Conduct and complementary information issued in connection with it.
- To prevent and report, through our whistleblower channel (canaldenuncias@nusim.com), any real or apparent irregularity as soon as possible. For example, if a supplier or potential supplier offers you any benefit to obtain a competitive advantage from NUSIM, or a customer indicates the need for a gift or payment to secure business.
- Avoid any activity, conduct or the like that leads to a violation of the Code of Conduct.

## 3. Giving/Receiving Gifts, Hospitality or Similar Benefits from Stakeholders or Business Partners

All gifts, hospitality, donations or similar benefits offered/received to/from interested parties or business partner shall:

- Be reasonable and customary for the circumstances, in compliance with national or international law.
- Be offered/received in a transparent manner.
- Offered/received in good faith and without expectation of reciprocity.
- Offer/receive in connection with a recognized holiday or event where gifts are often exchanged.
- Offered/received in connection with a bona fide and legitimate business purpose.
- Not offered/received with a regularity or frequency that creates an inappropriate perception or detracts from the purposes of this Code of Conduct.

### 3.1. Gifts

The giving/acceptance of gifts, hospitality, donations or similar benefits to/from interested parties or business partners by/to any NUSIM collaborator or third party representative is governed by the following criteria:

Merchandising (pens, mugs, t-shirts or similar) will be received/given without prior authorization, provided that:

- Bear the logo of NUSIM or the gift-giving company.
- Do not exceed 50€ per product.

Plaques or commemorative items for special events, such as floral arrangements, will be received/delivered upon authorization from Management, provided that:

- Bear the logo of NUSIM or the gift-giving company.
- Are given at a public commemorative act or event.
- Do not exceed €100 per product.

It is prohibited:

- Receiving/delivering gifts with the desire to improperly influence the sender/recipient,
- Receiving/giving gifts consisting of cash, gift cards or checks that allow their use as cash, regardless of their form, duration, rules of use or similar,
- Receiving/delivering personal financial assistance (gift/ free gift) of any kind to/from interested parties or business partners. Or receiving/giving them from/to public officials.

### 3.1.1. Relevant Considerations

Excluded from these prohibitions are corporate, institutional or commercial events in which NUSIM participates or sponsors, with the express authorization of the General Management. In this case, the selection or control of guests will be carried out by NUSIM's corporate services.

If you receive a gift that does not comply with the Code of Conduct, it is necessary to expressly and immediately communicate to the person who gave it that it is not possible to accept the gift, in accordance with the Code of Conduct established by NUSIM. In this case, the gift must be returned within 48 hours of receipt.

If gifts of a higher value than the above are accepted/received, the Compliance Officer must be informed.

As an exception, the gift may be accepted on behalf of NUSIM when there are circumstances that justify this acceptance, such as objective difficulty for its return, its institutional, symbolic or protocol nature, etc. In this case, NUSIM will receive the gift, which will be delivered immediately to a non-profit entity (acting in accordance with the provisions for donations or sponsorships). In this case, NUSIM will be thanked on behalf of NUSIM for the gift received and the third party will be informed of the use made for charitable purposes.

## 3.2. Travel, Invitations and Hospitality

Travel, accommodation, meals, invitations, or hospitality provided/accepted to/from interested parties or business partners are governed by the following rules:

- Be reasonable and have a lawful business purpose.
- Be necessary for the execution of contractual terms.
- Invitations to breakfasts, lunches or dinners, provided they do not exceed €100 per person and per event.
- The costs of tickets (air, land, river) both within and outside the country must be approved by a senior partner or general manager.
- Travel within the country, provided that it does not exceed €150 per day and per person, (includes: accommodation, local mobility, food allowance). The amount does not include airfare.

- There is no direct and/or indirect benefit for NUSIM.
- Travel outside the country, as long as it does not exceed 500€ per day and per person, (includes: accommodation, local mobility, food allowance). The amount does not include airfare.
- Invitations to educational and/or cultural events (seminars, congresses or similar) cannot exceed 150€, per event and per person.

### 3.2.1. Relevant Considerations

If travel(s), invitation(s) or hospitality(ies) are received that do not comply with the Code of Conduct, the person who delivered them must be informed within 48 hours, expressly and immediately, that it is not possible to accept them, in accordance with the provisions established by NUSIM.

As an exception, travel(s), invitation(s) or hospitality(ies) may be accepted on behalf of NUSIM when there is: Current commercial and/or contractual relationship and/or o Circumstance(s) that justify this acceptance, such as institutional, symbolic or protocolary nature, etc.

If travel(s), invitation(s) or hospitality(ies) with a higher value than the above are accepted/received, the compliance officer must be informed.

Receiving/delivering them is prohibited:

- From public officials
- For leisure purposes

### 3.3. Donations

NUSIM does not contemplate making or receiving donations.

### 3.4. Sponsorships

Sponsorship is the agreement between a person, natural or legal, and another in order to present the brand or product that the sponsoring company wishes to promote.

NUSIM will only be able to carry out sponsorships following the following parameters:

- Conducted in compliance with applicable laws.
- The transactions are not made in order to obtain an undue commercial advantage.
- The amounts for which they are made and methods of approval shall be in accordance with the criteria established in the payment procedure.

#### 3.4.1. Relevant Considerations

- They should not be offered to political parties or public officials,
- They must not be offered in connection with any bid, tender, contract renewal or future business relationship with NUSIM,

- They shall not be offered in cash, but only by check or bank transfer,
- They shall be credited with audio-visual, printed or similar items,
- It is forbidden to accept sponsorships.

### 3.5. Contributions to Political Parties or Public Officials

NUSIM does not make payments, contributions or similar to political parties or public officials.

### 3.6. Facilitation Payments

Facilitation payments are payments, illegal and improper, made to a public official to expedite a routine or necessary action to which the party making the facilitation payment is entitled. NUSIM does not make facilitation payments.

Facilitation payments are bribes and, therefore, NUSIM expressly prohibits the making of any type of facilitation payment,

If any NUSIM employee is asked to make such payments (whether by a NUSIM member or by an interested party or business partner) in the course of his or her business, he or she shall not make such payments and shall immediately report the fact to the compliance officer or through the whistleblower channel.

## 4. Conflicts of Interest

As established in PR-300-04 Procedure Investigating and Addressing Bribery and Managing Bribery Communications, there are three types of conflicts of interest: real, potential and apparent and therefore, NUSIM personnel shall avoid participating in activities that may directly or indirectly conflict with NUSIM's activities.

It is strictly forbidden to maintain any financial, commercial or personal relationship with suppliers, customers or competitors that may or could compromise decision making on behalf of NUSIM and in which the following conflict situations may take place:

- (a) Making inappropriate use of their position in NUSIM to take advantage of business opportunities for the benefit of themselves, their relatives or third parties;
- b) As previously mentioned in this Code, requesting and/or accepting gifts, deductions, loans, money, vouchers, coupons that can be exchanged for goods, guarantees, favors, advantages and sponsorships, for their own benefit and/or that of third parties;
- c) Develop parallel and conflicting activities with NUSIM's business;
- d) Make inappropriate use of NUSIM's financial resources, assets and properties, as well as business opportunities for their own benefit or that of another person, or for purposes contrary to NUSIM's business interests; and
- e) Offer, promise, give or pay bribes, advantages, favors, gratuities or commissions to public or private officials, agents, advisors or other persons, in order to influence a decision or the fulfillment of an obligation; or accept

bribes, commissions, rebates, loans, deductions, favors, gratuities or advantages, as a reward or gratitude for having complied with their legal or contractual obligations.

## 5. Whistleblower Channel

Any problem, incident, doubt of interpretation or infraction arising in connection with the implementation of and compliance with this Code of Conduct or the Anti-Bribery Policy must be brought to the attention of the compliance officer in the following manner:

- Virtual, through the whistleblower channel ( [canaldenuncias@nusim.com](mailto:canaldenuncias@nusim.com)).

The rules and criteria contained in this Code of Conduct are immediately applicable to all NUSIM employees.

Failure to comply with this Code of Conduct by:

- NUSIM employees, will be considered a breach of the internal work regulations, and is therefore included in the scope of NUSIM's disciplinary power,
- Business partners, gives rise to the termination of the contract and therefore to the termination of the business relationship.

Such breaches, as appropriate, shall also be subject to civil and/or criminal penalties.



Signed: Francisco Bernal Martínez  
Seville, December 5, 2024