

Third-Party Code of Business Conduct

1. INTRODUCTION

Integrity is a fundamental value that underpins the conduct of all business activities. It requires all personnel of Central Costanera S.A. and its subsidiaries (hereinafter, "CECO") to act with loyalty, honesty, and transparency, while strictly complying with all laws and regulations applicable to the Company.

Third Parties (as defined below), while independent organizations and/or entities, play an active role in CECO's value chain. Accordingly, CECO promotes awareness of its "Code of Business Conduct" (available at www.centralcostanera.com) among Third Parties and encourages the adoption of standards of conduct consistent with its principles. This Third-Party Code of Business Conduct (the "Code") is intended to foster mutual benefit and is guided by a spirit of cooperation, while at all times respecting the role and purpose of Third Parties that maintain a relationship with CECO. CECO expects all Third Parties with which it engages to adhere to the minimum standards of conduct set forth in this Code in the performance of their activities.

2. SCOPE

This Code applies to all Third Parties that have a relationship with CECO.

All Third Parties must accept, comply with, and acknowledge this Code, and compliance with its provisions must be expressly included as a contractual obligation in any agreement entered into with CECO.

3. DEFINITIONS

Primary Supply Chain: means the network of Primary Suppliers (Tier 1), their Sub-suppliers (Tier 2), and the suppliers of those Sub-suppliers (Tier 3), to the extent that they provide critical inputs for CECO's operations.

Freedom of Association: the right of employees and employers to freely establish and join organizations that promote and protect their workplace interests, without interference from one another or from the State.

Primary Suppliers: suppliers that regularly provide goods or materials essential to the critical business processes of CECO's projects (Tier 1).

Sub-suppliers: suppliers within the supply chain of Primary Suppliers (Tier 2).

Third Parties: persons or entities that have a relationship with CECO, including customers, suppliers, consultants, contractors, agents, or any individual, partnership, company, association, consortium, or other non-affiliated entity that provides services on behalf of or for the benefit of CECO.

Forced Labor: any work or service exacted from an individual under the threat of any penalty and for which such individual has not offered himself or herself voluntarily.

Child Labor: any work that deprives children and adolescents of their potential and dignity, and that is harmful to their physical or psychological development.

4. SELECTION OF THIRD PARTIES

CECO selects the Third Parties with which it engages and reserves the right to conduct assessments and audits, both during the selection process and throughout the business relationship, based on the Third Party's level of risk. To that end, Third Parties shall cooperate with CECO and grant access to their facilities and relevant information when reasonably requested, upon prior notice and in a manner that minimizes disruption to their normal operations. Third Parties that do not meet CECO's standards may not enter into or maintain business relationships with CECO.

Likewise, CECO shall not engage any Third Party that does not agree to comply with this Code, unless such Third Party demonstrates that it has its own code of business conduct incorporating principles and standards of conduct equivalent to those set forth herein.

5. THIRD-PARTY STANDARDS OF CONDUCT

a) Applicable Law

The Third Party must comply with all applicable local laws and regulations, as well as the laws and regulations of any country exercising jurisdiction over its operations, particularly with respect to human rights, anti-corruption, and, where applicable, anti-money laundering and counterterrorist financing.

In particular, the Third Party shall comply with the provisions of Argentine Law No. 27,401 on Corporate Criminal Liability, the Integrity Guidelines issued pursuant to Anti-Corruption Office Resolution No. 27/2018, the Argentine Criminal Code, any applicable international anti-corruption, anti-money laundering, and counterterrorist financing laws and regulations, as well as any CECO compliance-related policies or procedures that may be applicable to the Third Party.

In addition, any conduct that—even if it does not violate the law—could damage CECO's reputation or have adverse consequences for CECO or its stakeholders shall be avoided. Where the Third Party is faced with conflicting requirements, it shall seek alternatives that enable it to respect locally and internationally recognized human rights.

In this context, any form of bribery or corruption intended to obtain an unfair or improper benefit, whether actual or potential, is expressly prohibited.

b) Human Rights

CECO expects the Third Parties with which it engages to protect and promote human rights. In this regard, Third Parties must respect locally and internationally recognized human rights as set forth in the International Bill of Human Rights¹ and the principles concerning the fundamental rights set forth in the eight Fundamental Conventions of the International Labour Organization², in accordance with the Declaration on Fundamental Principles and Rights at Work.

The Third Party's responsibility to respect human rights requires it to avoid causing or contributing to adverse human rights impacts through its own activities and to address such impacts when they occur.

By way of example and without limitation, the responsibility to respect human rights requires the Third Party to:

- Maintain labor and employment practices that are consistent with the international standards described above;
- Eliminate all forms of Forced Labor;
- Eradicate the use of Child Labor;
- Respect Freedom of Association and the right of its employees to engage in collective bargaining;
- Treat all employees with dignity and respect, refraining from any abusive conduct or any form of discrimination based on race, religion, political or trade union affiliation, nationality, language, sex, marital status, age, or disability;
- Ensure that working conditions and the work environment (including, among others, wages, working hours, maternity protection, and the promotion of a safe workplace free from alcohol and drugs) are consistent with applicable local and international labor standards and promote and maintain the highest degree of physical, mental, and social well-being of its employees;
- Recognize and respect the rights of individuals belonging to vulnerable groups when the Third Party's activities take place in areas inhabited by such groups;
- Promote respect for human rights throughout its supply chain by monitoring the labor practices of its Sub-suppliers and undertaking to promptly inform CECO of any non-compliance identified at lower tiers of the supply chain.

In order to ensure compliance with these principles throughout the supply chain, CECO implements the Supply Chain Human Rights Management Plan, which provides for due diligence and onboarding procedures applicable to the engagement of Primary Suppliers and the Primary Supply Chain.

¹ The term "International Bill of Human Rights" refers to the *Universal Declaration of Human Rights (1948)*, together with the instruments that give effect to it: the *International Covenant on Civil and Political Rights (1976)* and the *International Covenant on Economic, Social and Cultural Rights (1976)*.

² The eight Fundamental ILO Conventions are:

- *Freedom of Association and Protection of the Right to Organise Convention (1948)*;
- *Right to Organise and Collective Bargaining Convention (1949)*;
- *Forced Labour Convention (1930)*;
- *Abolition of Forced Labour Convention (1957)*;
- *Minimum Age Convention (1973)*;
- *Worst Forms of Child Labour Convention (1999)*;
- *Equal Remuneration Convention (1951)*; and
- *Discrimination (Employment and Occupation) Convention (1958)*.

c) Ethical Conduct and Anti-Bribery and Anti-Corruption

CECO expects every Third Party with which it engages to act with integrity and in compliance with applicable laws. Accordingly, CECO reaffirms its commitment to adopting and promoting a “zero-tolerance policy” toward any act or practice of corruption, bribery, or trading in influence that is directly or indirectly associated with any activity or business relationship.

Third Parties must at all times maintain ethical conduct that enables them to establish legitimate and productive relationships with their own third parties and other entities with which they maintain contractual relationships. They shall act honestly and with integrity in all dealings and business relationships with public or private entities in any country in which they operate.

The Third Party shall establish and maintain effective measures to prevent and combat all forms of corruption and bribery in the conduct of its activities. Such measures shall include, by way of example and without limitation, refraining from:

- Making or offering, directly or indirectly, any payment, whether in cash, in kind, or in the form of any other benefit, to any individual or legal entity serving any authority, public or private entity, political party, or candidate for public office for the purpose of unlawfully obtaining or retaining business or any other advantage.
- Making or offering, directly or indirectly, any payment, whether in cash, in kind, or in the form of any other benefit, to any individual or legal entity for the purpose of causing such person or entity to abuse its real or apparent influence in order to obtain from any authority or public or private entity any business opportunity or any other advantage.
- Making or offering, directly or indirectly, any payment, whether in cash, in kind, or in the form of any other benefit, to any individual or legal entity when it knows that all or part of such payment or benefit will be offered or delivered, directly or indirectly, to any authority, public or private entity, political party, or candidate for public office for any of the purposes described in the two preceding paragraphs.
- Making any facilitation or expediting payment, whether in cash, in kind, or in the form of any other benefit, regardless of amount, in exchange for securing or expediting the performance of any procedure or action before any court, public administration, or official body.
- In particular, the Third Party shall refrain from making, offering, or accepting, in connection with its contractual relationship with CECO, any payment, whether in cash, in kind, or in the form of any other benefit, to or from any individual or legal entity for the purpose of obtaining or retaining any business or advantage for itself or a third party that could give rise to a conflict between the interests of the Third Party and those of CECO.

d) Occupational Health, Safety and Environmental Protection

Third Parties that interact with CECO are required to comply with all applicable laws and regulations relating to occupational health and safety and environmental protection. They shall implement appropriate measures to protect the health and safety of their employees and to mitigate the environmental impact of their operations.

To that end, Third Parties shall conduct their activities in a manner that minimizes adverse environmental impacts, in accordance with the laws and regulations applicable in each country in which they operate, and ensures a high level of safety in their facilities, products, and services, paying particular attention to the protection of their employees, contractors, customers, and local communities. In particular, where such activities are carried out at CECO facilities, the Third Party shall be familiar with, and ensure compliance by its employees and subcontractors with, all CECO health, safety, environmental, and occupational hygiene rules applicable to them.

e) Confidentiality

The Third Party shall respect the confidentiality of any information to which it gains access as a result of its relationship with CECO in the course of its professional activities.

6. THIRD-PARTY RESPONSIBILITIES

Third Parties undertake to:

- a) Comply with this Code for as long as they maintain their relationship with CECO;
- b) Permit audits and comply with requests for information referred to in Section 4 of this Code;
- c) Implement the improvements and/or corrective actions required as a result of audits carried out by CECO; and
- d) Inform CECO of any information they consider relevant in connection with the requirements set forth in this Code.

7. FRAUD, VIOLATIONS OF THE CODE, AND REPORTING CHANNEL

Non-compliance with this Code by a Third Party may have various consequences in the contractual relationship with CECO. Depending on the severity of the breach, such consequences may range from a mere warning to termination of the contract without entitlement to any form of compensation and without the need for prior notice or demand, as well as removal of the Third Party from CECO's register of Approved Suppliers or Approved Counterparties; without prejudice to any other applicable legal or administrative actions.

CECO provides Third Parties with channels through which they may report facts that may constitute violations of or non-compliance with this Code or with CECO's *"Code of Business Conduct."*

No retaliatory action shall be taken against any person who, in good faith, reports a concern, files a complaint, or raises a potential violation of this Code. All cases shall be duly reviewed and appropriate measures shall be taken in due course.

Any actual or suspected violation of this Code may be reported through the following reporting channels:

If you wish to report any irregularity or non-compliance with this Code of Conduct, you may do so confidentially through:

☎ 0-800-999-4636 | ☎ 0-800-122-7374



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