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## 1. Definitions

- Corruption in business:** Any Illicit act by which a director, administrator, employee, or collaborator of a commercial entity, company, association, foundation, or organisation, whether directly or by proxy, receives, requests, or accepts an unjustified benefit or advantage of any nature for themselves or for a third party as consideration to unduly favour another natural and/or legal person in the acquisition or sale of goods, or in the contracting of services or in commercial relations.
- Public corruption in international transactions:** Offering, promising, or granting any undue benefit, pecuniary or otherwise, directly or by proxy, to an international official/authority so that they act or refrain from acting in connection with exercising their functions in order to obtain or retain a contract or other irregular benefit in conducting international economic activities.
- Public corruption:** Any act by which an individual (natural person or legal entity) offers, promises, or delivers a payment, gift, or remuneration of any kind to an official/authority so that they perform an act contrary to the duties inherent to their position, perform an act related to their position, or do not perform or delay what they should do. Similarly, an act by which an official/authority requests, accepts, or receives any payment, gift, or remuneration from an individual (natural person or legal entity), directly or indirectly, for the same purposes mentioned above.

Similarly, the act by which a subject, either directly or by proxy, promises, offers, or grants a director, administrator, employee, or collaborator of a commercial entity, society, association, foundation, or organisation an unjustified benefit or advantage of any nature, intended for them or for a third party, as consideration to unduly favour them or a third party over others in the acquisition or sale of goods, contracting services, or in commercial-professional relations.
- Official/Authority-** An individual who holds a public office or participates in the performance of public service. This includes anyone who provides professional services, paid or unpaid, for or on behalf of a government department or Public Administration, whether national, state, provincial, or local, body, agency, or other public entity (including companies controlled or owned by public administrations) or any international public organisation/body. The term also

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includes political parties, associated foundations, party members, and candidates for public office.

- Agromillora Group: Set of entities whose parent company is Namozul Spain, S.L.
- Compliance Body: Collegiate body in charge of the coordination, monitoring, and follow-up of the Group's Compliance and Criminal Prevention Model, a function that falls on AGROMILLORA's Audit Committee.
- Facilitating Payments: Small payments intended for an official/authority to obtain a favour, such as expediting an administrative procedure, obtaining a permit, license, or service, and so on.
- Personal: Members of the different companies that make up AGROMILLORA, including all the companies that make up the Group (understood as the whole whose parent company is Namozul Spain, S.L.), its partners and shareholders, its employees, directors, and members of the respective administrative bodies, regardless of their geographical location or functional or hierarchical position.
- Essential Principles Regarding Corruption: The set of fundamental guidelines for behaviour as regards corruption that should govern the actions of all the members and professionals that make up AGROMILLORA.
- Bribe: Any gift, present, advantage, favour, gift, gratification, or payment of money or retribution, as well as providing sponsorship or patronage of an illicit nature for free or by donation.
- Third: Natural or legal person outside the Group, including but not limited to suppliers, agents, intermediaries, business partners, industrial partners, customers, authorities, officials, etc.

## 2. Related Documents

Code of Ethics and Conduct

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Management Procedure for the Ethics Channel

Compliance Policy

Disciplinary System

Corporate Governance

### 3. Purpose

The AGROMILLORA Group (hereinafter, interchangeably, “Group” or “AGROMILLORA”) has a **Code of Ethics and Conduct** which sets forth the obligation to respect the current laws and obligations contracted, the necessary integrity and professional excellence, the obligation of transparency in operations, and the information security and the express prohibition of corruption or any similar act related at the Group.


AGROMILLORA promotes this Anti-Corruption Policy (hereinafter, the “Policy”) as another manifestation of its compliance culture, promoted by the Board of Directors and the Group’s Management Committee. Thus, this Policy should be understood as a fundamental guideline that illustrates the Group’s zero tolerance for corrupt practices and aims to establish and publicise the essential principles, as well as a set of guidelines for specific situations to prevent any risk of corruption in the development of AGROMILLORA’s professional activity.

### 4. Scope of application

This Policy is applicable to AGROMILLORA, including all the companies that make up the Group (understood as the set of entities whose parent company is Namozul Spain, S.L.), its partners and shareholders, its employees, directors, and members of the administrative bodies, regardless of their geographical location or functional or hierarchical position (hereinafter the “Personnel”). Personnel must be aware of, comply with, and enforce this Policy within the scope of their duties.

Similarly, in accordance with the provisions of this Policy and complementary regulations, prior initiation and formalisation of a commercial/professional relationship with a Third Party for operations annually amounting to a sum equal to or greater than €100,000 requires completion of the **“Third Party Identification Form”**, attached as

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Appendix I, or an adaptation thereof according to the circumstances and materiality of the operation.


In addition, the “**Anti-Corruption Clause**” form (or an adaptation of it without any variations in the essential content) must be included in the contracts and/or agreements signed with Third Parties unless not using the aforementioned clause is justified considering the circumstances of the specific case and is authorised by the Compliance Body, expressly and in writing. The Anti-Corruption Clause is attached in Appendix II of this Policy.

## 5. Essential Principles Regarding Corruption

The Essential Principles (hereinafter, “Essential Principles”) on which this Policy is based and which all AGROMILLORA Personnel must therefore comply with, without exception, are as follows:

- 1) No member of the Personnel may offer, promise, consent to, or agree to give an undue economic advantage, under any pretext or circumstance and by any means, to any official/authority or person participating in the exercise of a public office (both nationally and internationally), or to directors, administrators, employees, or collaborators of a commercial company or society, association, foundation, or organisation.
- 2) Furthermore, AGROMILLORA’s Personnel may not receive, request, or accept an unjustified benefit or advantage in order to favour them over third parties.
- 3) Goods or services should not be paid in cash, except for small payments less than €100 euros or its equivalent in local currencies (taxis, meals, small purchases), or if it is not possible to make a payment by card, transfer, or cashier’s check, and always taking legal limitations into consideration. Thus, payment for any consideration should not be made in cash; any payments to accounts in tax havens should be avoided as much as possible; criteria of enhanced diligence should be applied even in the process of selecting suppliers, as well as in observing the legality of payments to be made and the knowledge of the most recent beneficiary of those accounts.
- 4) AGROMILLORA’s Personnel must prevent the Group’s money or assets, or the execution of acts and contracts, from being used for illegal and/or criminal purposes, ensuring that all business is carried out in a transparent manner.

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- 5) All processes related to benefits and consideration must be documented in writing in order to ensure the traceability of all transactions.
- 6) Personnel must always be attentive to any situation that seems suspicious or unusual, through which a crime or corrupt practice could arise or be facilitated. In the event that such a situation is detected, they must report it to their manager or hierarchical superior immediately or report it through the Ethics Channel: [complaints@agromillora.com](mailto:complaints@agromillora.com).

AGROMILLORA will not take any sort of retaliatory measure against the person who, acting in good faith, reports or communicates an activity that could be considered a violation of the law or the corporate governance system, including the guidelines of the Code of Ethics.

- 7) Any of AGROMILLORA's Personnel, whatever their category, who have, or believe they have, any conflict of interest in their relationship with officials or authorities - national or foreign - is obliged to report this to their hierarchical superior or, where appropriate, to the Group's Audit Committee.


## 6. **Invitations, Donations, Gifts, and Payments**

AGROMILLORA's Code of Ethics and Conduct expressly prohibits any behaviour that directly or indirectly intends to influence the will of people, whether natural or legal, private or public, outside the Group for the purpose of illicitly obtaining any kind of irregular benefit.

In view of the foregoing, the activities of AGROMILLORA's Personnel must be governed in accordance with the following:

- 1) The following are examples of prohibited actions but are not limited to these:
  - a. Offering, paying or accepting bribes, gratuities, or any other similar payment, to a person, organisation, or official that enables securing illicit advantages.
  - b. Making payments, transfers, or offers of funds that (i) do not comply with the Group's policies and/or current regulations, (ii) do not have the corresponding approval, (iii) are not duly justified, or (iv) do not appear clearly and precisely in the accounting books.

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- c. Making, offering, or accepting any invitation, gift, or service that, due to its frequency, characteristics, or circumstances, is made with the intention of affecting the impartial judgment of the recipient.
  - d. Making, offering, or accepting any invitation, gift, or payment whose ultimate purpose is to give favourable treatment to or obtain it from customers, suppliers, Public Administrations, or any third parties.
- 2) Personnel must report any incident about possible requests for illicit payments or the like, or any knowledge they may have about similar transactions to their hierarchical superior or the Audit Committee.
- 3) The above limitations and prohibitions will not apply to gifts of less than €100 or its equivalent in local currency, previously approved by the hierarchical party responsible, or by the Audit Committee or by the people to whom this has been delegated, as long as they are wholly lawful. The following are listed as examples:
  - a. Items of propaganda.
  - b. Promotional gifts, such as calendars, keychains, pens, etc.; small gifts for anniversaries and parties, occasional meals, invitations to musical, sporting, or theatrical events, etc., minor services (travel, hotels, etc.), prizes in recognition of services that are supportive, civic, charitable, or educational nature, etc.
  - c. Normal invitations considered reasonable in social circumstances.
  - d. Occasional services for specific, exceptional reasons (such as Christmas presents or commemorative gifts), provided that they are not in cash and are within the general limitations mentioned.
  - e. Invitations to cultural events sponsored by AGROMILLORA.
- 4) Any gifts that any member of the Personnel intends to make must be authorised - previously and in writing - by a competent hierarchical superior or by the Group's Audit Committee.

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- 5) Gifts received by Personnel must be communicated in writing to their hierarchical superiors and, as appropriate, to the Audit Committee, and their value may not exceed one hundred euros (€100) per gift.
- 6) If, due to the circumstances in which they are received, it is obligatory or inevitable to accept gifts exceeding that amount, they must (i) always acknowledge their receipt on behalf of AGROMILLORA, (ii) deliver that gift to the Audit Committee, who will (iii) give it an appropriate use (raffle among Personnel, gift to charity, etc.), a use that will typically exclude its use by the person who initially received it.
- 7) It is forbidden to make facilitating payments, meaning those that facilitate certain routine tasks (water or electricity supply, business permits, licenses, etc.). Giving gifts to officials is expressly prohibited.
- 8) In the case of making donations, these must be approved by the Board of Directors of the donor company, with prior written verification of (i) the purpose of this gift, (ii) certification of compliance with AGROMILLORA's internal guidelines, (iii) confirmation that there is no official/authority or agency/body of a public nature, trade union, or political party or related foundation linked to this donation, and (iv) that it is not conditioned on the receipt of business opportunities or other benefits, and that no type of negotiation can be carried out during it.
- 9) It must be ensured that the organisation for which the donation is intended is not involved in any type of corruption or other behaviour that is criminal in nature or which constitutes fraud. The work carried out by the institution receiving the donation must be identified, as well as the objective and use of the donated resources; evidence of all this must be kept.
- 10) The frequency of donations must be taken into account (not occurring repeatedly or accumulating an excessive number in the same period), as well as applicable legislation, when making any type of donation.
- 11) Receipts for all invitations, donations, gifts, and payments must be kept for the indicated period, especially if they are actions that may even circumstantially or indirectly lead to reports or conflicts related to corruption. All transactions must be documented and archived.
- 12) Regardless of the specific monetary limits, AGROMILLORA has a system to control, track, monitor, and audit expenses on gifts, meals, entertainment, and travel.

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Reviewed by:  
Corporate Legal Director

Final review by:  
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13) AGROMILLORA separates functions in its structure of powers; when approving and authorising collections and payments, the following basic principles must be followed:

- a. All of the company's operations involving collections and payments must be collected faithfully and in an orderly, timely manner in accounting or in the records provided.
- b. The official accounting standards must always be complied with, without exception, while also maintaining the confidentiality of these entries.
- c. False, inaccurate, or incomplete accounting entries are prohibited.


## **7. Expenses, Travel, and Commuting**

As stated in the Group's Code of Ethics and Conduct, honesty is one of the Group's values, and it is reflected in one of the basic rules of conduct: the transparency of information. We must be honest in communicating information, especially regarding accounting.

Therefore, the behaviour of AGROMILLORA Personnel related to expenses, trips, and commuting should be governed by the following principles:

- 1) Expenses for maintenance, travel, and commuting will be reported to the Financial Department, and these must meet the following requirements:
  - a. Only expenses directly related to AGROMILLORA's business activity will be covered: promotion, demonstration, or explanation of products or services, or expenses related to the signing or execution of a contract.
  - b. No expenses may be paid to relatives, friends or other acquaintances of any Personnel, public officials, authorities, or any other third party.
  - c. Expenses will only be reimbursed (i) when their amount, the date charged, and the memo have been entered in AGROMILLORA's internal system, (ii) when they are accompanied by the corresponding receipt, and (iii) when they are directly related to the business activity.

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- d. Travel expenses must be recorded properly in AGROMILLORA's books and archives in sufficient detail and in an accurate way that reflects their true nature and amount.
  - e. Expenses for meals must be reasonable and properly recorded.
  - f. Payments to cover expenses, if possible, should be paid directly to suppliers (for example, hotels, airlines, and car rental companies).
  - g. It must be ensured that payment is allowed according to local legislation.
- 2) Reimbursable expenses (national and international per diems, both half board and full board) may be subject to the limits established by AGROMILLORA.
- 3) The use of a corporate credit card will be regulated by the following principles:
- a. Use of the card is assigned exclusively to department Directors or the individuals designated by them for professional purposes, and this will be adjusted to internal rules at all times.
  - b. Expenses incurred with the corporate credit card are quantitatively limited to the monthly limit of €3,000.
  - c. The corporate credit card should not be used to withdraw cash, except for specific occasions when, due to force majeure, a cash payment must be made (taxis, restaurants).

## 8. Red Flags

In certain circumstances, the Group may be affected by corrupt practices performed by Third Parties. AGROMILLORA wishes to prevent any risk, direct or indirect, when establishing a commercial/professional relationship with an unrelated third party that may commit or intend to commit any type of illegal act.

As a result, Personnel should pay special attention to the Essential Principles outlined in this Policy and other guidelines and standards of action. Furthermore, circumstances including but not limited to the occurrence of any of the examples outlined below, in


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accordance with the internal regulations of AGROMILLORA, should be considered an indication of or suspicious act regarding a possible case of corruption:

- If a Third Party refuses to complete and sign the “Third Party Identification Form” included as Appendix I of this Policy.
- If a Third Party refuses to include the “Anti-Corruption Clause” included as Appendix II of this Policy in any contracts or agreements of any nature.
- If a Third Party requires payment for a good and/or service of any nature in cash, in accordance with this Policy.
- If a Third Party requires payment to be made to an account located in a tax haven or through non-active companies.
- If a Third Party requests to be issued an invoice or documentation that does not correspond to reality.
- If an official or representative of a public entity recommends that AGROMILLORA proceed by hiring specific people or companies.
- If a Third Party requests unusual or notoriously high donations for any type of entity or person on behalf of AGROMILLORA.
- Unusual or excessive commissions in connection with the service provided.
- Unjustified requests for an increase in the amount to continue with the service, when this had already been previously negotiated.
- The service provider having insufficient material and human resources to carry out the agreed activities.
- Unexplained or insufficiently justified travel and/or representation expenses.
- Public information that reveals that there is a high level of corruption in the place of execution.
- Any form of family relationship that could mediate between a Third Party and the authorities or public officials.

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The simple concurrence of any of the aforementioned circumstances does not outright prevent the commercial and/or professional relationship with the Third Party. However, the signing of the contract and/or agreement will require the express authorisation of the Audit Committee; it is the Personnel's responsibility to alert that body to any possible indications or suspicions of practices potentially linked to corruption.

## 9. Ethics Channel


Personnel must use AGROMILLORA's Ethics Channel to request any type of question or clarification about this Policy, in addition to communicating any non-compliance around it. Complaints made in this regard will be handled in accordance with the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights, which modified the General Data Protection Regulation with regard to the processing of personal data and the free circulation of that data. Similarly, under no circumstance will AGROMILLORA be able to take any retaliatory measures for using the Ethics Channel as long as the complainant is acting in good faith.

## 10. Dissemination, Updating, Follow-up and Non-compliance, and Approval

This Policy is part of AGROMILLORA's internal regulations and must be observed by everyone who is part of it in carrying out their professional activity on a continuous basis, the Personnel.


- **Dissemination:** The Policy will be disseminated among the Group's Personnel so that they can be informed of its content in the manner determined by the Audit Committee.
- **Updating:** The Audit Committee or any party delegated by it for this purpose will periodically review the Policy and propose as many updates as necessary to the Board of Directors, which will be the body in charge of approving successive updates.
- **Follow-up and non-compliance:** When the Audit Committee determines that any member of the Personnel has carried out activities that violate the provisions of this Policy, therefore failing to comply with its contents, the relevant disciplinary measures will be implemented in accordance with the **Disciplinary System**, considering the circumstances of the situation and current regulations.

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- **Approval:** This Policy has been approved at the meeting of the Board of Directors on March 21, 2018, and has been made available to all Personnel and is posted on bulletin boards for mandatory compliance. The Anti-Corruption Policy will go into effect on a general basis as of March 21, 2018.
- **2nd version:** changes have been made to the wording of the Anti-Corruption Clause (Appendix II) and other related documents have been added in section 2.

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## APPENDIX I

### Third Party Identification Form

#### I) Identification of the counterparty

Company name	
Company address	
Tax Identification Number	
NEAC	
Company purpose	
Is the entity public or semi-public in nature? If the previous answer is yes, with which organisations is it associated?	

#### II) Aspects of compliance


Does the company have a Code of Ethics?	
During the last five fiscal years, has the entity been a party to any legal proceedings? As a party? In any cases where they were a party, have these procedures been resolved with sanctions against them?	
Does the entity operate in territories considered "tax havens"? (*) If yes, what is the nature of those operations?	
Is the entity subject to compliance with AML/TF obligations(**)? If yes, from which country? What is the regulatory body, and what kind of information does the entity require for fulfilling its obligations (in connection with the proposed transaction)?	

(\*) According to the list prepared by the Spanish Tax Agency; for reference, see Royal Decree 1080/1991, of July 5

(\*\*) AML/TF Anti-Money Laundering/Terrorist Financing Policy

#### III) Aspects related to the shareholders and representatives of the entity

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Is the entity part of any business group or similar organisation? If yes, which one?	
Have the last holders and/or the members of the administrative body been involved in any criminal cases? If yes, please provide details.	
Identify whether any member can be considered PPR (*) among its directors, advisors, shareholders, or beneficial owners. If yes, please provide their full first name and last name.	

(\*) In accordance with article 14 of Law 10/2010, of April 28, on the Prevention of Money Laundering and the Financing of Terrorism, PERSONS WITH PUBLIC RESPONSIBILITY


- has completed this form freely and voluntarily;
- all of the data and information contained in this form is true and exact;
- possesses the sufficient and necessary legal capacity to sign this document;
- has complied with all the requirements established by data protection legislation for collecting personal data and delivering it to [include name of the Group company].
- undertakes to keep the information up-to-date, as well as to communicate any changes that may arise in this regard to [include name of the Group company].

In [place], on the [day] of [month] of [year]

\_\_\_\_\_  
 Mr./Ms. [include the signer's first and last name]  
 On behalf of [include company name]  
 Position: [include the signer's position]

#### PROTECTION OF PERSONAL DATA

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We would like to inform you that the personal data collected through this form will be incorporated into and processed in a file owned by Namozul Spain, S.L., located at Calle El Rebato, s/n, 08739, Subirats, Barcelona, for the execution, management, and fulfilment of the contractual relationship.

We also inform you that you may exercise your rights of access, rectification, opposition, and cancellation by mailing a letter to the address listed above.

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## APPENDIX II

### Anti-Corruption Clause

#### 1.- Full clause:

1.- In the execution of this Contract, during its term and after its termination, the Parties:

- a) must comply with the principles of contractual good faith and with the applicable legislation;
- b) they will not participate in engaging in any acts or behaviours that could be considered criminal; and
- c) they undertake not to engage in acts of corruption, including but not limited to extortion or instigating crime, bribery, influence peddling, or money laundering, and will not seek to obtain advantages through improper or immoral methods (hereinafter, collectively referred to as “**Acts of Corruption**”) in order to initiate, obtain, or retain any type of business or activity related to the execution of this Contract.

1. For the purposes of this anti-corruption clause, the following definitions will apply:

- a) Bribery: the act of giving or offering money or gifts, or any other type of advantage or prerogative, in any form, whether directly or indirectly, in order to illegally obtain some consideration that would otherwise not have been achieved.
- b) Extortion or instigating crime: demanding a bribe or payment, whether or not it is accompanied by a threat in the case of a refusal to provide what is demanded.
- c) Influence peddling: the offer or requirement of an undue advantage in order to exert an inappropriate influence, whether real or alleged, on a public official in order to obtain an undue benefit or advantage for the instigator of the act or for any other person.
- d) Money laundering: the concealment or cover-up of the illicit origin, source, location, disposition, movement, or ownership of property, with the knowledge that such property is the product of a crime.

2. The Parties ensure that, on, prior to, during, and after the date this Agreement goes into effect:

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- a) neither they nor their officers, directors, or employees have offered, promised, delivered, authorised, requested, accepted, or received any undue advantage, economic or otherwise (or insinuated that they will or may do so at some time in the future) in any way that is related to the negotiation or execution of this Contract;
  - b) they will take reasonable measures to ensure that their affiliates, subcontractors, agents, including their representatives and employees, and other third parties subject to their control or determining influence do not engage in any Act of Corruption;
  - c) they will require third parties subject to certain influences, including but not limited to consultants, sales representatives, customs agents, distributors and resellers, lawyers, accountants, and similar intermediaries, to act on behalf of one of the Parties in relation to the marketing or sale of products, in negotiating contracts, in obtaining licenses, permits, or other authorisations, and in relation to any action that benefits said Party (hereinafter, "**Third Party**"), so as to not engage in or condone any Act of Corruption. The Parties shall not use Third Parties as a channel to commit Acts of Corruption. The Parties will hire Third Parties only to the extent needed for the business's normal course of development; they will not pay them more than appropriate remuneration for the services provided or products offered, considering ordinary market conditions.
3. The Acts of Corruption outlined in the preceding paragraphs shall also apply in relation to public officials or employees of any international, national, or local body or institution, as well as political parties or candidates for political office, whether these practices are carried out directly or indirectly through Third Parties.


### 2.- Abbreviated clause

In the execution of this Contract, the Parties must comply with the principles of contractual good faith and with the applicable legislation. Specifically, the Parties will not engage in any conduct that could be criminally penalised, and they undertake not to commit acts of corruption, including extortion or bribery, and not to pursue obtaining any advantages through the use of improper or immoral methods to initiate, obtain, or retain any type of business or activity related to the execution of this contract<sup>1</sup>. The Parties ensure that, on the effective date

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<sup>1</sup> Replace Contract with purchase in the case of the general conditions of sale.

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of the agreement, neither they nor their directors or employees will have offered, promised, delivered, authorised, requested, or accepted any undue advantage, economic or otherwise, related to the contract in any way.

### 3.- Clause for sales contracts

In the execution of this sales transaction, the Customer must comply with the principles of contractual good faith and with the applicable legislation. Specifically, the Client will not engage in any conduct that could be criminally penalised, and they undertake not to commit acts of corruption, including extortion or bribery, and not to pursue obtaining any advantages through the use of improper or immoral methods to initiate, obtain, or retain any type of business or activity related to the execution of this sale. The Parties ensure that, on the effective date of the agreement, neither they nor their directors or employees will have offered, promised, delivered, authorised, requested, or accepted any undue advantage, economic or otherwise, related to the sale in any way.

### 4.- Non-compliance

- a) *Failure to comply with Clause 1 will be considered a serious breach of this Contract. In the event of such a breach, this Contract may be immediately suspended or terminated by Agromillora, and any claim for payment from the Third Party may be dismissed by Agromillora.*
- b) *To the extent permitted by law, the Third Party will indemnify and hold Agromillora harmless from any and all claims, damages, losses, penalties, and costs (including but not limited to attorneys' fees) and any expenses arising from or related to any breach by the Third Party of its contractual obligations.*

*5.- Agromillora will have the right to audit the Third Party's compliance with its obligations and statements contained in section 1 of this Clause. The Third Party will fully cooperate in any audit, review, or investigation conducted by or on behalf of Agromillora.*

<p>Edited by: Corporate Risk Manager</p>	<p>Reviewed by: Corporate Legal Director</p>	<p>Final review by: Audit Committee</p>
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