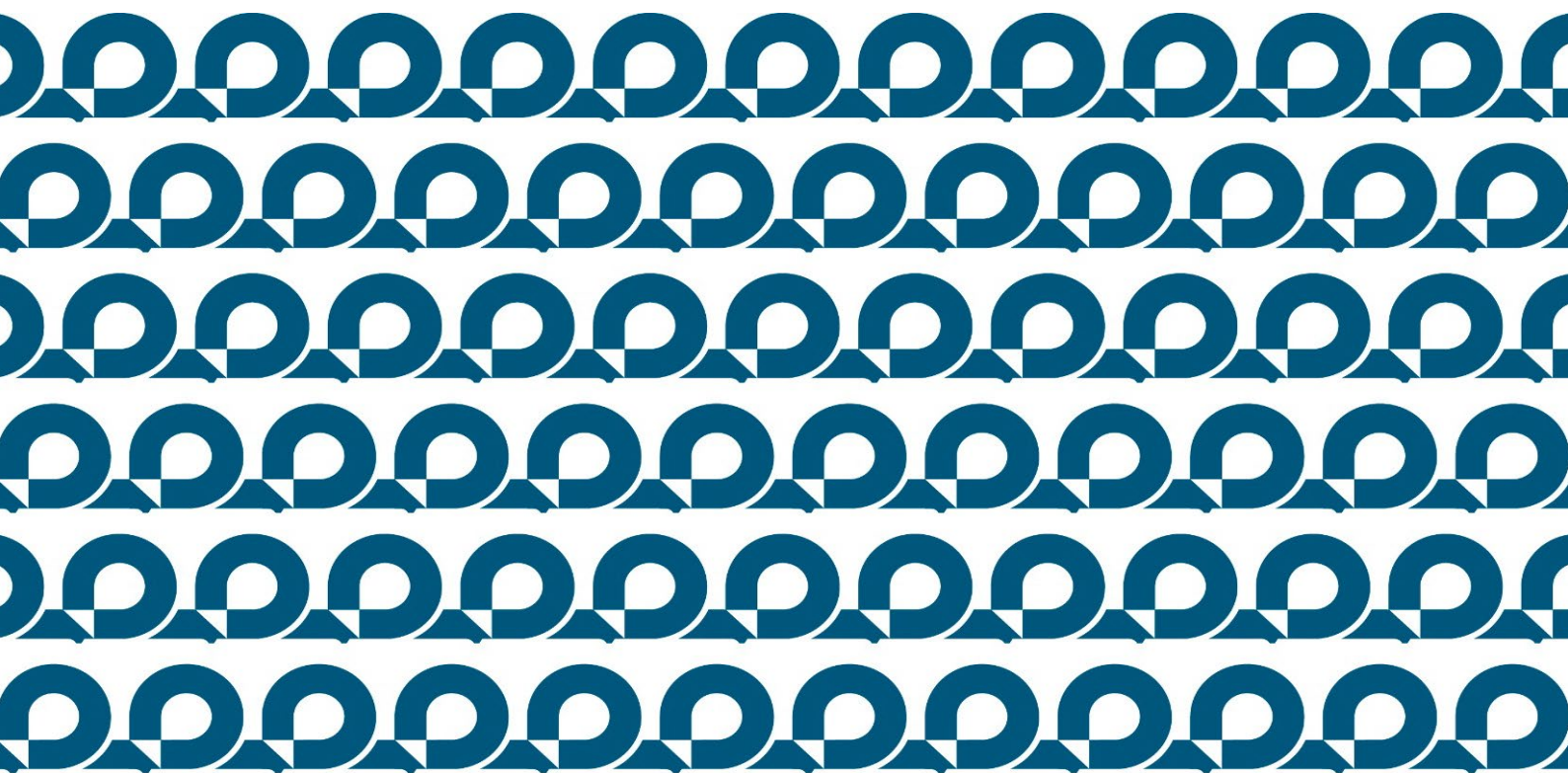




THE ANTI-CORRUPTION CODE OF NUEVA PESCANOVA GROUP

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Preamble

1. The corruption phenomenon severely threatens the stability and security of companies, undermining institutions and values of democracy, ethics and justice, and jeopardizing sustainable development and the rule of law (United Nations Convention against Corruption).
2. It is with this understanding of the corruption phenomenon (public and private), already stated in the Nueva Pescanova Group's Code of Ethics ("*Our Code of Ethics*"), that we declare our strongest rejection to any type of corruption and the maintenance within the Group of a zero tolerance policy for all kinds of corrupt behavior, conduct or practices.
3. The Nueva Pescanova Group's Corporate Policy for the Prevention of Criminal Risks contains a set of prohibitions for the Group's professionals in matters of fighting corruption in the public and private sectors, as well as money laundering prevention:
 - a. Offering or giving donations, gifts, rewards or payments of any sort to the public authorities and officials (or people exercising public functions) in view of their position, or getting them to commit an unlawful act or to perform, speed up, disregard or delay their duties or to improperly influence others.
 - b. Offering, promising or granting an undue advantage, pecuniary or otherwise, to a public authority or official with the aim of obtaining or securing a contract, business or any other competitive advantage to carry out international economic activities.
 - c. Persuading a public authority or official by taking advantage of a personal relationship with them or with any other public official or authority, with the aim of obtaining a resolution that may bring direct or indirect economic benefit for said professionals or the Nueva Pescanova Group.
 - d. Undertaking any kind of participation, cooperation, collaboration, influence or complicity with a public authority or official in behavior with may imply embezzlement, disloyal administration or misappropriation of public funds or assets owned by a public administration or company.
 - e. Making donations or contributions to a political party, federation, coalition or blocks of voters, or their participation in structures or organizations with the purpose of financing said entities or blocks.
 - f. Promising, offering, or granting to the professionals of a third-party company or private organization an unjustified benefit or advantage, of any kind, as compensation for unduly favoring the Group against other competitors in the purchase or sale of goods, in the hiring of services, or, in general, in commercial relations, as well as receiving, requesting, or accepting an unjustified benefit or advantage of any kind, or offering or promising to obtain it, from a third party to unduly favor said third party in the purchase or sale of goods, or in the hiring of services or in commercial relations with the Nueva Pescanova Group.
 - g. Purchasing, possessing, transforming, or transferring goods if they are aware, or it is easy to conclude given the circumstances, that said goods have their origin in criminal activities. They also must not, by any means, try to conceal or hide its illicit origin, or help those who committed or took part in the criminal activity to avoid the legal consequences of their illicit acts.
 - h. Failure to comply with the restrictive measures of an economic, commercial or financial nature arising from the imposition of international sanctions by international, supranational or national bodies, provided that such measures are legally binding and enforceable for the Group or any of its subsidiaries against states, non-state entities or individuals.
4. Other provisions of our Corporate Governance and Compliance Requirements System likewise contain rules of conduct and principles of action in the prevention of both public and private corruption (Providers' Ethical and Social Charter, Corporate Policy on Corporate Social Responsibility, Corporate Policy on Institutional Relations, Corporate Policy on Sustainability, Corporate Policy on Cooperation

and Development Aid, Corporate Policy on Purchasing, Corporate Policy on Travel Expenses and Representation, or, finally, the Action Protocol on Food Donations, amongst others).

5. In the development and specification of these provisions within our Internal Requirements System, this Nueva Pescanova Group Anti-Corruption Code is approved, which aims to be a systematic and eminently practical single-issue guide that helps all the professionals of the Group to better identify, evaluate, analyze and manage corrupt (or potentially corrupt) situations or practices that could occur in the performance of their work and business in general.

Article 1. *Corruption and its Forms*

1. Broadly speaking, corruption consists of abusing power to obtain a benefit.
2. Corruption, both of public officials and of private entities (managers or employees of a client, provider, etc.), is prohibited. Any person who occupies a governmental, legislative, judicial, or political position of any kind may be considered a public authority or official.
3. Corruption (both in the public and private sphere) can take on many different forms:
 - a. **Bribery:** Promising or offering (actively) or asking, accepting, or receiving (passively), directly or indirectly, for oneself or for others, undue benefits (offers, promises, donations, gifts, etc.) from someone or for someone (a public official or a private entity or individual) such that a person performs, refrains from, or delays an action (or facilitates an action) within their scope of authority, their position, or their responsibilities or in defiance of their duties or obligations.
 - b. **Facilitation payments:** Also called expediting payments, these are payments made in order to guarantee or speed up the undertaking of a typical or necessary act to which the person making the payment in question already has the right.
 - c. **Influence peddling:** The direct or indirect realization, offer or promise of a payment or benefit to a public authority or official or to a private entity or individual as an incitement to misuse one's real or assumed influence (due to kinship, family, personal reasons, friendship, business, etc.) to obtain a favorable decision from a public authority or body. Although generally the activities carried out in order to influence the policies and decisions of a government or institution to favor a particular cause or result (lobbying) are normally permitted by law, these acts can have destabilizing consequences if the degree of influence by companies, associations, organizations, and people is disproportionate.
 - d. **Embezzlement and/or misappropriation:** Misappropriation occurs when a person who occupies a position in a public institution, organization, or company takes for themselves, uses, diverts or traffics the funds and assets (public and/or private) they were entrusted with in a dishonest and illegal way for the purposes of personal enrichment or other activities.
 - e. **Illegal financing of political parties and/or candidates and/or electoral campaigns:** Making economic contributions, in kind or other advantages or benefits of any nature to political parties, political candidates or electoral campaigns, and the violation of the legislation applicable to such contributions and/or unduly exercising some kind of influence over the same.
 - f. **Conflict of interests:** Intentionally failing to communicate to the designated body or person within an organisation a situation, or refraining from intervening, where the private or particular interests of the person concerned by the situation (personal, family, friends, professional, etc.) and the interests of the organisation for which he or she works or in which he or she is embedded conflict or are likely to conflict, having regard to the responsibilities and requirements of his or her position.

- g. **Collusion:** Secret agreement between parties, in the public and/or private sector, conspiring to commit acts in order to deceive or defraud and thus obtain an illicit economic advantage (the parties involved are usually called “cartels”).
- h. **Fraud:** Fraud consists of cheating another person deliberately in order to obtain an undue or illicit advantage (whether financial, political or of another kind).
- i. **Extortion:** This consists of directly or indirectly using one's own access to a position of power or an advantage in information to unreasonably require other collaboration or money through coercive threats.
- j. **Incitement to corruption:** Incitement exists when a person requests, orders or suggests that another person pay a bribe or commit another type of crime.
- k. **Money laundering:** This is the process by which the origin, ownership or destination of funds obtained through illicit or fraudulent means is hidden, by incorporating them into legitimate economic activities.

Article 2. *General Principles of Action in Fighting Corruption*

1. All professionals of the Nueva Pescanova Group are strictly prohibited and will always refrain from executing or participating in any act of corruption, in any of its forms, in accordance with the definitions contained in Article 1 of this Code.
2. The professionals of the Nueva Pescanova Group may not obtain any personal benefit derived or related to their relationship with the suppliers/providers of goods or services or with the clients of the Group.
3. All professionals of the Nueva Pescanova Group should be alert to any situation that may directly or indirectly place them in a commitment with respect to third parties who wish to establish or maintain a commercial relationship with the Group.
4. The professionals of the Nueva Pescanova Group will refrain from directly or indirectly accepting, personally or on behalf of any family member, any benefit coming from any party that has (or tries to establish or develop) a commercial relationship with any Spanish or foreign company of the Nueva Pescanova Group.
5. Before signing an agreement for a new operation, a corporate acquisition, or a joint venture, an analysis must be carried out on the risks or corrupt practices that affect or may affect the third party with whom a relationship is to be established or the proposed objective. To that end, the Director of Compliance Unit shall have specific questionnaires on *due diligence in compliance* matters.
6. Any proposal for corrupt purposes by a public authority or official or a company or individual must be communicated immediately to the superiors.
7. For any questions, queries or doubts regarding the fight against and prevention of corruption, the Director of the Compliance Unit shall be contacted, directly or through the Compliance Channel.

Article 3. *Gifts and Invitations*

1. Gifts and business invitations (meals, seminars, tickets for shows, or sporting events) can be courtesy events that can contribute to maintaining and developing high-quality business relationships.
2. However, they can also be seen as undue benefits and create conflicts between personal interests and professional duties (or even constitute corruption). The Nueva Pescanova Group wishes to restrict the number and cost of gifts and invitations offered to or received by its collaborators.

3. Any gift or invitation received or offered must be of an occasional and reasonable nature, with the strictly professional purpose of promoting operations of the Nueva Pescanova Group, with the possibility of reciprocity and in accordance with applicable legislation. How one must act must be in such a way that a neutral observer cannot doubt the honesty, independence or objectivity of the donor or beneficiary.
4. Hierarchical superiors must be informed of any gift or invitation received or offered by a third party, unless they have a symbolic or irrelevant economic value (promotional items of low economic value, merchandising objects of little value, samples of products of irrelevant value, etc.).
5. Gifts or invitations are strictly prohibited during the bidding or tendering process of goods or professional services.
6. Attendance at seminars (and similar events) as a representative of a company of the Nueva Pescanova Group must be carried out mostly during working time, and must be previously approved by the superiors and, depending on the public or institutional nature of the act in question, once the matter has been consulted with the Corporate Department of Communication and Institutional Relations, if applicable. Under no circumstances may partners, friends or family members of the Group professional attend as accompanying persons nor may it extend to weekends or holidays. If there is any doubt on what is admissible or not, the opinion of the Director of the Compliance Unit shall be sought out.
7. The assumption of expenses (travel, accommodation, etc.) by third parties in connection with attendance at professional seminars (or similar events) is prohibited, when said third parties are participating or have participated in the last 12 months (or are reasonably foreseen to be participating or be invited to participate within said period) in a process of trading or tendering of goods or professional services convened by a company of the Nueva Pescanova Group and/or lack interest or utility for the performance of the work and functions of the invited Group professional.
8. Apart from the cases established in the previous paragraph, expenses (travel, accommodation, etc.) related to attending professional seminars (or similar events) may be assumed by third parties provided that they are related or of interest to aspects and themes typical of the activity carried out by the invited professional of the Nueva Pescanova Group, that said expenses be reasonable, sensible and usual in matters of professional travel and their nature, content and amount are permitted by the internal policies and procedures of the Nueva Pescanova Group in travel and representation expenses.
9. A third-party invitation for a Nueva Pescanova Group professional to events that are unique or special due to their rarity or difficulty in obtaining tickets (for example, European or world sporting events) will require the prior approval of the Group Director of the Area and the Director of the Compliance Unit.
10. Any gift or invitation aimed at a public authority or official which exceeds what, according to the customs and practices generally admitted at protocol and institutional level, are simple signs of courtesy or being polite hosts, will require the prior approval of the CEO, the Group Director of the Business Area, the Group Director of Communication and Institutional Relations and the matter shall be consulted with the Director of the Compliance Unit.
11. Attendance as a guest of a third party to a cultural or sporting event with a reasonable price will require the prior authorization of the hierarchical superior who, if in any doubt, shall consult the Director of the Compliance Unit.
12. In any case, seasonal symbolic gifts of a low price given to professionals of the Nueva Pescanova Group (for example, at Christmas season):

- a. Must be delivered to the Corporate Directorate of Persons or the Heads of Human Resources at each work center, as it may apply, who will take charge of receiving, recording and safeguarding them.
 - b. Then, the gifts or invitations deposited will be distributed among the employees of each work center in which they are received.
 - c. As for Lottery tickets or shares, if they are winning numbers, they will be used for the purposes and institutions of social interest with which the Nueva Pescanova Group collaborates, in accordance with the provisions of the Corporate Department of Communication and Institutional Relations.
 - d. Should a personalised gift or present be given (i.e., containing the name inscribed or engraved, a drawing or caricature of the recipient, or any other element that customises it to the recipient), the Group professional concerned shall expressly consult in advance with the Group VP of People and the Director of the Compliance Unit regarding whether or not it is appropriate to accept it based on the prevailing circumstances. In any event, the person or entity giving the gift or present shall be requested to refrain from giving personalised gifts or presents in the future.
 - e. It is expressly forbidden to give a third party a private address (i. e. one different from the own professional address in the Nueva Pescanova Group) for receiving there any admissible gift, present or invitation offered to us. Likewise, it is forbidden to send gifts, invitations or admissible gifts to the private (non-professional) address of a third party.
13. The Group General Management of People for the corporate area Spain and the Directors or Persons/Human Resources Managers of each work centre of the Nueva Pescanova Group (both in Spain and abroad) shall keep a *REGISTER OF CHRISTMAS GIFTS*, which shall be sent to the Director of the Compliance Unit **no later than 15 JANUARY of each year**. This Register (which may be saved in an Excel file) shall contain the following information in columns: Sender, Recipient, Brief description of the gift, day of delivery to the recipient and whether or not it has been returned by the recipient to the People/Human Resources Department.
14. Seasonal symbolic gifts that are intended to be made institutionally by the Nueva Pescanova Group to third parties (for example, at Christmas season) must meet the following conditions:
- a. That they have an irrelevant or symbolic economic value or are signs of courtesy or usual commercial attentions, being Pescanova brand products or promotional items or corporate merchandising or any of the brands of the Nueva Pescanova Group.
 - b. That, due to their frequency and other concurrent circumstances, they cannot be perceived as being offered or delivered with the intention of unduly influencing their recipient in commercial or business decision making.
 - c. That the third party to which they are offered or intended to be delivered is not participating nor have they participated in the last 12 months (or it is reasonably foreseen that they may participate or be invited to participate within the same period) in a bidding or tendering process of goods or professional services convened by a company of the Nueva Pescanova Group.
 - d. That the relationship of third parties who are offered or delivered said seasonal symbolic gifts is expressly approved by the following, in addition to the Corporate Director of Corporate Social Responsibility and Institutional Relations and the Director of the Compliance Unit:
 - By the Chairman of the Board of Directors of Nueva Pescanova, S.L., in the case of seasonal gifts to be given at the request of the Chairmanship or the CEO.

- By the CEO, in the case of seasonal gifts to be made at the request of the Group VPs or the heads of the Group's Corporate Divisions.
 - By the Group VPs of their respective areas when seasonal gifts are to be made at the request of the Group's subsidiaries' CEOs/Managing Directors.
- e. The list of third parties and seasonal symbolic gifts mentioned in the previous paragraph shall in any case be communicated to the Director of the Compliance Unit at least **five (5) calendar days before** the start of the corresponding shipments, so that he can formulate objections or request additional information on the gifts or the recipients included in the above-mentioned list.

Article 4. *Conflicts of Interests*

1. The professional decisions of the entire staff of the Nueva Pescanova Group should be based on best defending the interests of the Group, so that they are not influenced by personal, family, close friendship or business relationships or by any other particular interests. These situations of conflict (or potential conflict) may be direct or indirect, current or arising (i. e. the conflict arises later on during a contractual relationship when, for example, a supplier subcontracts all or part of the service or supply to a third party that is indeed concerned).
2. Therefore, all professionals of the Nueva Pescanova Group must use all reasonable means to avoid putting themselves in situations in which their personal interests (or those of persons related to them for family, close friendship, economic or business reasons outside the Nueva Pescanova Group) could conflict (or potentially conflict), directly or indirectly, with those of the Group or harm their independent and impartial judgement or their professional integrity, as well as the image or reputation of the Group.
3. The mere appearance of the concurrence of a conflict of interests can interfere with third parties' perception of our business ethics and our professional and institutional integrity as well as damage the image or reputation of the Nueva Pescanova Group, thus diligent and agile management of it is required.
4. The informative principles of the management of conflicts of interests by the professionals of the Nueva Pescanova Group are the independence, abstention and truthful, transparent and complete communication of the situation that potentially creates the conflict of interests.
5. The commercial relations that the Group intends to or may establish with its former employees or professionals (directly or through companies where the former employees worked after leaving the Group) must be treated with special care and diligence in order to ensure that, at all times and in a fully objective and impartial manner, the interests of the Group are defended, especially in selecting a supplier or service provider in which a former professional of the Group works or has interests.
6. Should a professional of the Nueva Pescanova Group be confronted with a conflict of interests (or potential conflict), directly or indirectly, before establishing a contractual relationship with a third party, or during the course of said relationship, in order to safeguard the principles of independence, abstention, transparency and truthfulness, he/she shall:
 - a. Immediately and completely communicate and notify the possible conflict of interests to their superiors, who will consider making a consultation with the Director of the Compliance Unit.
 - b. Refrain from participating or from exercising any type of influence (or paralysing their intervention) in the decision-making process or in the handling of the matter subject to the conflict (for example, in processes for the purchase of goods or services or for the selection or recruitment of personnel) and, in general, in the relations of the Nueva Pescanova Group with any third party involved, in accordance with the guidelines given to them when resolving the conflict of interest.
 - c. Comply with and apply the decisions made to deal with a conflict of interest.

- d. Notify any material change to their situation.

Article 5. Use of Intermediaries or Consultants

1. The Nueva Pescanova Group may make use of intermediaries or consultants, in particular in relation to its development or administrative processes.
2. The use of an intermediary party can only be considered when there is a real need for the services provided, founded and formalized in a written contract reviewed by the Legal and Compliance Corporate Department, with clear objectives, and for a fully defined and limited assignment in terms of purpose, location and duration, all in strict compliance with the provisions in this regard set out in the procedures for the purchase of goods and services approved by the Nueva Pescanova Group.
3. The use of a consultant who may be in contact with public authorities or officials or lodge administrative procedures on behalf of a company of the Nueva Pescanova Group will require the prior approval of the Corporate Director of the Area, the Legal and Compliance Corporate Department and, if in any doubt, the Director of the Compliance Unit.
4. The use of intermediaries or consultants requires special *due diligence* (investigation) prior to hiring and/or starting a professional assignment in order to determine its integrity. This *due diligence* (for which there shall be questionnaires or tools available by the Legal and Compliance Corporate Department and/or the Director of the Compliance Unit), shall take into account, in particular, aspects such as reputation and credentials, commercial, technical and financial references, the absence of criminal records and professionalism.
5. The remuneration must be in proportion to the work carried out or the objectives specified in the contract, as well as in line with the market value.
6. Payment to intermediaries or consultants will be made upon the presentation of invoices (and, where applicable, with the appropriate order/purchasing number), in accordance with the contract conditions approved by the Legal and Compliance Corporate Department and respecting the delegations of authority, as well as the provisions contained in the Corporate Policy on Powers of Attorney and in the procurement policies and procedures formally approved by the Group.
7. In order to avoid any extra costs incurred during the execution of the work contracted by intermediaries or consultants, the economic budgets or proposals of fees for the services that they present must be closed (except for exceptional cases that are duly justified and authorized), without it being possible for the Group to be invoiced for additional procedures, supplies or working hours not expressly stipulated in the contract initially signed. Any change in such conditions will require, in any case, a formal amendment/novation of the contract or agreement signed at the time, again validated by the Legal and Compliance Corporate Department.
8. It is strictly prohibited to work with intermediaries or consultants whose activity, reputation or past references are cause for legitimate suspicions of doubtful, unethical commercial practices or practices of little or lack of integrity.
9. Contracts with intermediaries, service providers or consultants must contain adequate ethical conditions, especially regarding the prevention of corruption. Specifically, contractual reference must be made to the fulfillment of the obligations assumed in the Responsible Statement of the Providers' Ethical and Social Charter of the Nueva Pescanova Group (or, where applicable, the Providers' Ethical and Social Decalogue) which are mandatory to be signed by said intermediaries, service providers or consultants (unless they are exempted from said signing in accordance with the provisions of the aforementioned Providers' Ethical and Social Charter).

Article 6. Relations with Public Authorities and Officials. Annually reporting to the Compliance Unit

1. In relations with public authorities and officials, the Corporate Policy on Institutional Relations of the Nueva Pescanova Group in force at any time shall apply, as well as the other internal rules that might be approved regarding said matter, without prejudice to the prohibitions laid out in this regard in our

Code of Ethics and in the Corporate Policy for the Prevention of Criminal Risk of the Nueva Pescanova Group.

2. In any case, no benefits or advantages of any unjustified nature may be offered or granted to a person exercising any public authority or function to gain influence in order to obtain a favorable decision (such as granting payment or another benefit to government officials to avoid an inspection, influence the outcome of an inspection or avoid a fine).
3. Gifts or invitations to authorities or public officials should be limited to the maximum extent possible and should be very exceptional, and in all cases in strict compliance with the rules of conduct and systems of approval, authorisation and/or consultation set out in Article 3 of this Code.
4. Payments for the "facilitation" of procedures aimed at guaranteeing or speeding up administrative procedures (permits, licenses, visas, customs clearance, etc.) are strictly prohibited, even if their value is low. This prohibition shall prevail even in cases in which locally applicable legislation allows said types of payments.
5. The members of the Board of Directors of Nueva Pescanova, S.L., all members of the Senior Leadership Team (SLT), as well as the Corporate Directors who report directly to the CEO of the Group or to the Chairman of the aforementioned Board of Directors (even if they do not form part of the SLT) shall send to the Director of the Compliance Unit, **ANNUALLY** in the month of **APRIL** of each year, a **RESPONSIBLE STATEMENT** (according to the model established periodically by the Compliance Unit and which will be duly provided to all those who are required to submit it) in which they will indicate whether or not they (or other persons reporting to them of whom they have knowledge) have had conversations, meetings or encounters with Public Authorities or Public Officials during the period and, if so, they will be required to provide certain information (i.e. date, time, duration and place of the meeting (or means of communication used in the case of telematic means), identity of the Nueva Pescanova Group professional(s) attending, identity of the Authority(ies) or Public Official(s) attending and the administration/body/entity/company to which they belong or represent, a brief summary of the subjects or issues discussed and any incidents, if applicable). If, in the course of these contacts, conversations, meetings or encounters, any abnormal, special, extraordinary or irregular situations or circumstances should arise, a written communication on the subject must be sent immediately to the director of the compliance unit, not waiting for the expiry of the deadline for the corresponding ordinary annual statement.
6. For the purposes set out in the previous section, a Public Authority or Public Official shall be understood to be any person who:
 - a. Holds a legislative, governmental or executive, administrative or judicial position, whether by immediate provision of law, by election or by appointment, permanent or temporary, remunerated or honorary, in any country in the world;
 - b. Performs a public function, whether for a public body, public corporation, public company, public civil or commercial company, public foundation, public trust or public association, or provides a public service, in any country in the world;
 - c. Holds an office, position or who is otherwise employed by, or is a dependent or representative of, an international organisation or body.
 - d. Is defined as an "authority" or "public official" by the applicable law of the country of which he or she is a national.

Article 7. Participation in Political and/or Public Matters

1. In order to verify and guarantee compliance with the systems of prohibitions and incompatibilities that may exist between the public and private sectors and to minimize the occurrence of possible situations of potential conflicts of interests in the future, any professional who intends to combine their employment in the Group with a political position, elective position or position related to public service,

prior to acceptance must communicate this to the company for the aforementioned purposes of verification.

2. The Nueva Pescanova Group maintains a politically neutral stance and will not participate in the financing of political affairs, candidates for public office, election campaigns, etc.
3. With due respect for the right to freedom of expression and political activity and participation that every citizen has, the professionals are duty bound to remain politically neutral when acting in the name, on behalf or in representation of the Nueva Pescanova Group or in the context of their status as professionals of the Nueva Pescanova Group. Likewise, they must refrain from publicly expressing any political position or opinion that could be associated with the Nueva Pescanova Group or undermine its public image of political neutrality.
4. Every professional of the Nueva Pescanova Group shall, in particular, abstain from making any kind of moral or financial commitment on behalf of the Group or any of its entities in the context of their activities connected to community or political issues.
5. The companies of the Nueva Pescanova Group, as well as its professionals when they are acting on behalf of the Group, are prohibited from making donations to a political party (including entities, associations, or foundations linked directly or indirectly with political parties), federations, coalitions, or voter blocks, or participating in structures or organizations aimed at the funding of said entities or groups.
6. Any professional of the Nueva Pescanova Group that participates, in the context of their political or elective activities, in the decisions of a State, a public body or a local authority shall refrain from participating in any decision that affects the Group or any of its entities (for example, the granting of a permit, license or contract, etc.).
7. Dialog and mutual trust are the foundation of long-lasting institutional relations. The Nueva Pescanova Group undertakes, in particular, to provide all public authorities with intelligible, complete and truthful information, all in accordance with the provisions of the Corporate Policies on Institutional Relations and Communication.

Article 8. *Solidarity, Charity and Sponsorship Actions*

1. The Nueva Pescanova Group may sponsor sports, community and cultural activities and events, and participate in solidarity or philanthropic activities in the form of support to humanitarian, charitable, scientific or artistic works or actions, provided that:
 - a. They coincide with the objectives set by the Nueva Pescanova Group in matters of corporate social responsibility.
 - b. They comply with the applicable national or local legislation and, if applicable, are formalised in writing by means of the appropriate collaboration agreement or other contractual documentation that may be applicable in each case.
 - c. They are in line with the different corporate policies of responsibility and social action of the Nueva Pescanova Group and any other internal regulations that may be issued or may have an impact on these matters.
 - d. They do not create a conflict of interest.
 - e. They contribute to the good reputation of the Group.
 - f. They have been previously communicated to the appropriate Corporate Departments and Divisions, as established in the final section of this article.

2. Promotion, financing and/or participation in a solidarity, charity or sponsorship activity as compensation, incentive or reward for a potentially inappropriate or illegal behavior by a third party or the entity that receives said solidarity, charity, or sponsorship action is strictly prohibited.
3. Solidarity, charity and sponsorship actions may never be used (nor can they be perceived as carried out) to obtain or reward the obtaining of an unjustified benefit or advantage of any kind for the Nueva Pescanova Group (or its professionals and/or persons linked to them) or as compensation for favoring the Group over others in the purchase or sale of goods, hiring of services or in commercial relations.
4. Likewise, solidarity, charity and sponsorship actions may not be carried out with the intention of or under the promise of influencing a public authority or official in order for them to act or refuse to act in relation to the exercise of public functions in order to achieve or maintain a contract, business or any other competitive advantage in undertaking the Group's business activities.
5. The performance or participation in any action, initiative or project of a solidarity, charitable or sponsorship nature (whether one-off or permanent) by a company belonging to the Nueva Pescanova Group anywhere in the world shall be subject to **prior notification** to the Group Director of Corporate Social Responsibility, the Group Director of Communications and Institutional Relations, the Group Director of Legal Counsel and Compliance and the Director of the Compliance Unit, who shall approve or reject such action, initiative or project. In the event of disagreement or objection by any of these Group professionals, the matter will be submitted to the CEO of the Nueva Pescanova Group for a final decision on its appropriateness and/or advisability. The aforementioned prior communication (which will be sent by e-mail) will contain a brief description or account of the specific action, initiative or project in question, of the entity or organisation with which it is intended to collaborate, of the identity of its legal representatives, and will indicate whether it is a monetary or other contribution and whether it is a one-off or recurring/regular contribution.

Article 9. Truthful, Fair and Transparent Financial and Non-financial Information

1. The information contained in the financial and non-financial reports of the Nueva Pescanova Group will always be truthful, reliable, complete, loyal and useful both for the interested third parties (stakeholders) and for our shareholders.
2. All transactions shall be transparent, accurately documented and recorded in accounts which accurately reflect their true nature.
3. The use of funds or other assets of the company for illegal or inappropriate purposes, as well as the withholding of secret or unregistered funds in cash are strictly prohibited.
4. It is strictly forbidden to issue invoices or other mercantile or commercial documentation that is fake, simulated or does not address a real operation or transaction between the parties involved.
5. Under no circumstances may a document be altered in any of its essential elements or requirements, be simulated it in such a way as to mislead about its authenticity, record within it the intervention of persons who have not had it or attributing to those who would have effectively intervened any statements or declarations that are different from those that they had made, intentionally failing to tell the truth of the facts or operations contained therein.
6. It is not permitted to make payments on invoices for goods acquired or professional services received by the Group to individuals or legal entities other than those who had actually participated and intervened in the transaction, unless the third party in question documents a right to collection on behalf of those persons in accordance with applicable legislation (credit assignments, subrogation, etc.).
7. The Nueva Pescanova Group shall request from the persons to whom a payment must be made the bank documentation proving the real ownership of the destination account for payment.
8. Erroneous, incomplete or misleading entries, as well as unregistered bank accounts, regardless of the reason, whether dealing with sales, purchases or other activities of the company, are strictly prohibited.

9. No account may be managed in a "parallel" way to facilitate or hide inappropriate payments.
10. No transactions, assets, liabilities or other financial information may be hidden from the administration or the internal or external auditors of the Nueva Pescanova Group.
11. All accounts, invoices and other documents and records that are connected to transactions with third parties, including, but not limited to, suppliers, service providers and other business contacts, shall be prepared and maintained with the utmost precision and exhaustiveness.
12. The use of expense accounts to cover illegal actions or payments is strictly prohibited.
13. All transactions must be carried out and approved at the appropriate reporting levels, in accordance with the *Financial Reporting Manual of the Nueva Pescanova Group* and other procedures and standards related to internal auditing that may exist at any time in the Group.

Article 10. *The Alarm Signals of Corruption and their Diligent Management*

1. The following shall be considered as red flags of corruption:
 - a. Excessive or abnormally high fees, costs, remuneration or commissions.
 - b. Undocumented or insufficiently documented justification of a service.
 - c. Repeated or disproportionate entertainment (leisure, meals, trips).
 - d. A third party linked to a public official or to a person exercising public authority.
 - e. Reticence to state the relationship in a formal contract.
 - f. Unusual payment conditions or demands for cash payment.
 - g. Demand or recommendation of a certain intermediary party by a public entity or company/individual.
 - h. Third parties of which there is little information.
 - i. Apparent lack of qualification or experience for the assignment.
 - j. A promise of extraordinarily fast results.
2. In order to minimise corruption risks, Group Professionals shall:
 - a. Be familiar with and strictly comply with the law and internal regulations, especially as they relate to your position.
 - b. Keep themselves informed of the obligations, documents and time required.
 - c. Be exemplary in the compliance of Our Code of Ethics, our Corporate Policy of Criminal Risk Prevention and the rest of the principles and rules of conduct contained in the Regulatory Systems of Corporate Governance and Compliance of the Nueva Pescanova Group.
 - d. Be receptive to the comments of collaborators and colleagues.
 - e. Act with due diligence with partners and service providers.
 - f. Anticipate problems by allocating sufficient time and resources to carry out projects or tasks.
 - g. Ensure that processes are not delayed due to lack of vigilance or responsiveness.

- h. Establish good relations with the authorities and ensure the preparation of each inspection so as not to give the inspector any reason to complain.
- i. Develop a solid knowledge of the structure of the regulatory body in order to be able to go to a public official of a higher rank to resolve any difficulty.
- j. Promote the principle of zero tolerance against any form of corruption that we have assumed in the Nueva Pescanova Group.
- k. Work with other companies of the sector towards supplying uniform ethical norms.
- l. Not take any decision alone, hastily, or under pressure.
- m. Communicate any practice or action considered inconsistent or incompatible with the corruption prevention principles of the Nueva Pescanova Group to the Compliance Unit through the Compliance Channel or shall consult directly with the Director of the Compliance Unit.

Article 11. *Inquiries and Non-Compliance Claims*

1. All the Nueva Pescanova Group professionals can send their inquiries about the scope, content and interpretation of this Anti-Corruption Code, through our Compliance Channel, in accordance with the provisions of the Regulations and the Privacy Policy of the Compliance Channel, accessibly through PESCANET.
2. All the Nueva Pescanova Group professionals accept and have an obligation to inform the Compliance Unit, by filing a claim through the Compliance Channel, of any non-compliance of this Anti-Corruption Code that they are aware of.
3. It will be the responsibility of the Compliance Unit to receive, process, investigate and resolve the Inquiries and Non-Compliance Claims submitted through the Compliance Channel, in the terms set forth in the Regulations and the Privacy Policy of the Compliance Channel.

Article 12. *Control*

1. The Compliance Unit is responsible, in accordance with the provisions of Our Code of Ethics and its Internal Operating Regulations, for controlling the implementation, development and compliance of this Anti-Corruption Code of Nueva Pescanova Group.
2. The Compliance Unit, under the terms set forth in its Internal Operating Regulations, shall enjoy the necessary powers of initiative and control in order to monitor the operation, effectiveness and compliance of this Anti-Corruption Code.
3. Likewise, the Compliance Unit will ensure that applicable disciplinary systems in each case adequately sanction non-compliance of this Anti-Corruption Code.

Article 13. *Evaluation*

1. The Compliance Unit will annually evaluate the compliance and effectiveness of this Anti-Corruption Code of Nueva Pescanova Group.
2. Said evaluation of the degree of compliance with this Anti-Corruption Code will be included in its Annual Activity Report, in accordance with the provisions of Our Code of Ethics and its Internal Operating Rules.

Article 14. *Dissemination, Training and Communication*

It is the responsibility of the Compliance Unit to promote, in collaboration with the Corporate Directorates of Development and Training and of Communication, the appropriate dissemination, training and

information activities to ensure that all the professionals of the Nueva Pescanova Group are aware of this Anti-Corruption Code.

Article 15. Approval, Validity and Amendments

1. This Anti-Corruption Code was approved by the Executive Committee (COMEX) of the Nueva Pescanova Group, at the request of the Director of the Compliance Unit, in the meeting on December 20, 2019, coming into force and remaining in force for the entire Nueva Pescanova Group from the moment it is effectively communicated to the organization via electronic communication sent by the Compliance Unit.

2. Any amendment to this Anti-Corruption Code must be approved by the Executive Committee (COMEX), at the request of the Director of the Compliance Unit, including said amendments in the Control table of amendments of the following Article, the last version approved by the Executive Committee (COMEX) being the version in force at all times.

Article 16. Modification Control

Version	Modification Summary	Modification Promoter	Modification Approval Entity	Modification Approval Date
v_1	First approval of this Anti-Corruption Code	Director of the Compliance Unit	Executive Committee (COMEX)	20/12/2019
v_2	<ul style="list-style-type: none"> • Adaptation of the Code to organisational changes. • Art. 1: New wording of the definition of conflict of interest. • Art. 3: Personalised symbolic seasonal gifts, Christmas Gift Register and List of third party recipients of seasonal gifts from the Group. • Art. 4: Regulations for reporting situations of conflict of interest. • Art. 6: Quarterly Responsible Statement of contacts with authorities and public officials. • Art. 8: Prior notification of solidarity, charitable or sponsorship actions. • Art. 10: Red flags of corruption and their diligent management. 	Director of the Compliance Unit	Executive Committee (COMEX)	01/06/2022
v_3	<ul style="list-style-type: none"> • Amendment of Art. 6.5: Annual Statement instead of on a quarterly basis. 	Director of the Compliance Unit	Executive Committee (COMEX)	27/10/2022

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COMPLIANCE CHANNEL: Pescanet (<https://intranet.nuevapescanova.com/canal-de-cumplimiento/>) – Group's global web page

(<https://www.nuevapescanova.com/en/engagement/corporate-social-responsibility/integrity/>) –

Email (canal.cumplimiento@nuevapescanova.com)

