

Template Letter for Agreement to Adhere to the Sustainability Code

Dear Supplier,

For the purpose of encouraging compliance with social, environmental and good governance regulations, as well as the best international practices of business ethics, which covers the company's entire production process and ensures greater transparency in its own operations and in those of its stakeholders, we would ask you to adhere to the following Sustainability Code.

Adhering to this code is not only a way to do good business, but also to improve the living and working conditions of people throughout the supply chain, contributing to a more sustainable world, and helping to achieve the **Sustainable Development Goals (SDGs)** set by the United Nations in 2015.

The Sustainability Code for suppliers and subcontractors contains different clauses based on the ten principles of the United Nations Global Compact, the Universal Declaration of Human Rights, the guidelines of the International Labour Organization, the Rio Declaration on the Environment, and the United Nations Convention against Corruption, and assumes a commitment to establish mutually beneficial relationships with our suppliers.

We look forward to your response, thanking you in advance for your cooperation.

If you have any questions or concerns, you can contact the Abengoa Sustainability department by email: rsc@abengoa.com

Yours sincerely,

Adhesion to the Sustainability Code

With regard to its suppliers and subcontractors, Abengoa is committed to promoting and encouraging respect for Human Rights. This requires compliance with the highest standards of ethics, integrity, good governance and quality in the development of its activities throughout its supply chain. That is why Abengoa maintains a “zero tolerance” policy of unethical behaviour both in the company itself and in its value chain.

This **Sustainability Code** establishes an agreement of mandatory minimums for suppliers and subcontractors of both Abengoa S.A. and its subsidiaries in projects located in any country.

Principles

Accordingly, the supplier/subcontractor must promote and respect, inter alia, the following principles:

Ethics and integrity

1. The provider must operate ethically, encouraging honesty, equality and integrity.
2. All laws and regulations applicable to the country where the activities are carried out will be complied with, along with any other laws that may be applicable due to their objective or subjective nature.
3. There will be no practices and behaviours that violate ethics (as reflected in this code) and which, even without violating national law, could harm the reputation of the organisation and generate a negative impact on communities and catchment areas of the project, whether directly or indirectly.
4. There will be no participation in acts, actions, practices or behaviours that compromise or jeopardise the company's values.
5. The supplier must avoid and prevent any form of corruption, extortion, embezzlement, bribery (gifts and invitations, sponsorships, donations), influence peddling and fraud in both its structure and its catchment area.
6. The supplier must maintain fair business, advertising and competition standards, complying with anti-trust laws and other laws related to competition.
7. The confidential information supplied by Abengoa and its business partners must be protected and used appropriately, ensuring privacy over the personal information of everyone with whom they do business, including their suppliers, customers, consumers and employees.

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8. Intellectual property rights will be respected. The transfer of knowledge and technology must be carried out protecting said rights.
9. There must be a guarantee that the country of nationality or residence of the supplier/subcontractor is not included in the list of countries sponsoring terrorism published by the US State Department¹, or in the list of sanctions of the Office of Foreign Assets Control (OFAC) of the United States Treasury Department² or the list of organisations sponsoring terrorism in the United States, with which no contracting is permitted, either directly or indirectly.
10. Likewise, the provisions of the US Foreign Corrupt Practice Act regarding the prohibition of corrupt acts will be taken into consideration.³

Human rights

1. The supplier must take the appropriate measures to ensure absolute respect for Human Rights within its organisation, as set out in the Universal Declaration of Human Rights, avoiding any type of violation of such rights both in their organisation and in their catchment area.
2. No person will be subjected, either within or outside the project, to any intimidating action, whether physical, verbal or any other way that could be qualified as harassment or abuse.

Labour practices

1. The supplier must respect the Fundamental Rights included in the conventions and recommendations of the International Labour Organization (ILO's Conventions and Recommendations) at all of its work centres.
2. The supplier will not use child labour in its commercial activities, respecting the minimum ages of recruitment established in the guidelines of the International Labour Organization (ILO), and will have adequate and reliable mechanisms for verification of the age of its employees.
3. The supplier will not use forced or compulsory labour. Its workers must have a regularized situation regarding recruitment, in accordance with prevailing legislation in the country and such workers will be free to leave the job once they have provided notice sufficiently in advance.
4. As a minimum, wages and hours of work must comply with the laws, rules and regulations applicable in that regard in the country in question, including minimum wage, overtime and maximum working hours.
5. The supplier must guarantee its workers the rights to freedom of association,

¹ <http://www.state.gov> / <http://www.state.gov/j/ct/rls/crt/>

² <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

³ <https://www.sec.gov/spotlight/fcpa/fcpa-resource-guide.pdf>

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affiliation and collective bargaining, without reprisals arising from the exercise of such rights. Likewise, they must establish an open and collaborative dialogue with the activities of the unions.

6. The supplier must guarantee equal opportunities and non-discrimination, rejecting any discriminatory practice in terms of employment and occupation on grounds of race, colour, sex, religion, disability, sexual orientation, political opinion, union affiliation, national ancestry or social origin.

Health and safety

1. The supplier must offer its workers a safe and healthy working environment, ensuring that applicable local, national and international regulations are complied with. All employees will be provided with good health and safety conditions.
2. The protection of workers must be guaranteed, ensuring that business activities do not put the company's employees at risk, duly assessing the risks of the activity.
3. Appropriate measures must be taken to prevent injuries and accidents caused, related or produced during the course of work, minimizing the causes of the dangers inherent to the practice and work environment.
4. Workers must receive adequate and sufficient health and safety training so that they can understand the hazards associated with the activity and the work environment and the practices necessary to minimise such risks.
5. All products and services will be supplied in a manner that meets the quality and safety criteria specified in the contract.
6. Given that Abengoa complies with the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, on the responsible extraction of minerals, the supplier must exercise the due diligence required by law on the source and chain of custody of such conflicting materials.

Environment

1. The supplier must carry out its activities respecting the environment and complying with applicable legislation and regulations.
2. The supplier must carry out a preventive approach that favours the environment and will ensure minimisation of its environmental impact and promote improvement and efficiency actions in terms of emissions, water consumption, generation and management of waste, energy consumption, use of raw materials and other resources.

This code is a minimum agreement that does not exonerate the supplier from compliance with additional obligations established under the law of the different jurisdictions in each country where Abengoa carries out its activity and is applicable to the contract with the supplier.

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The company will ensure ongoing compliance with the principles described and it may monitor compliance by conducting audits and verifications when it deems this appropriate, in a non-intrusive manner but with the collaboration of the supplier and with absolute respect for confidentiality.

Abengoa has an external whistleblower channel⁴ so that both suppliers and their respective employees can report conduct that represents some type of breach of this code.

Breach of this code could result in termination of the contractual relationship with Abengoa, regardless of other legal consequences that its conduct could have depending on the legislation in force in the country where the offence was committed.

As a consequence of everything described, we agree and accept the content of this code.

Signed: _____

(Signature and company stamp)

Position:

Date:

⁴http://www.abengoa.com/web/en/accionistas_y_gobierno_corporativo/canal_denuncias/