



**AZKOYEN.**  
GROUP

# **ANTI-CORRUPTION SYSTEM**

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**AZKOYEN GROUP**



- **Version control**

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- **Approvals**

Governing body	Entity	Date	Signature
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- **Related documents**

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Whistle-blower Channel Policy	Complementary	September 2019	
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Procedure and disciplinary rules	Complementary	September 2019	

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## PART ONE

### ***Introduction to the Anti-Corruption System***

#### **I. INTRODUCTION**

Azkoyen, SA as the parent company of the Azkoyen Group (hereinafter “Azkoyen” or the “Group”, interchangeably) declares its absolute rejection of any type of practice related to committing criminal acts, especially with regard to corruption. For this reason, and in accordance with the principles laid down in its Code of Conduct and in its Compliance Model, the Group will comply with all anti-corruption laws, strictly prohibiting all forms of active or passive corruption in Azkoyen, without distinction of origin, destination, amount, etc., even where these illicit acts could benefit the Group.

Therefore, all Group executives and employees must comply with the Code of Conduct and the approved business policies, which establish that no corruption practice should or may be committed under any circumstances, as a means to obtain personal benefits or any advantageous treatment for Azkoyen. It is therefore a pivotal duty on all the members of the Group to comply with the standards and guidelines contained in the Anti-Corruption System as laid down in this document. Failure to comply with these provisions may result in appropriate employment, civil or potential criminal charges.

This document describes the fundamental elements of the Azkoyen Anti-Corruption System (hereinafter, the “System”), its close relationship and adherence to both (i) the Compliance Model developed in Azkoyen, and (ii) existing regulatory standards in this area (in particular ISO 37001 on *Anti-Corruption Management Systems i.e.*).

This is because anti-corruption models or policies are an important foundation of the compliance policy implemented in the Group. Ultimately, the anti-bribery policy and the support for the management system help the organisation to avoid the costs, risks and harm of engaging in corruption, while improving and consolidating its reputation and corporate ethics.

More specifically, the following policies, protocols and guidelines for action will form an integral part of this Anti-Corruption System:

- *Management of the Anti-Corruption System.*
- *Protocol of action in business relationships.*
- *General policy on gifts.*



- *General policy on per diems and travel expenses*

The growing importance of the implementation of compliance systems in the Group, together with a consolidated international awareness against corruption, has led the Group to create this Anti-Corruption System which defines the key points to achieve adequate prevention of this type of risk in its business activity.

This System will remain under ongoing review by the competent Azkoyen bodies in order to adjust and adapt it to the Group's evolving reality and its social and business environment.

## 1. Purpose of the Anti-Corruption System

This System reflects the firm commitment on the part of Azkoyen's management to maintain an adequate ethical-corporate culture. It forms an active part of both its compliance policy and strategy and of the elements that make up the Compliance Model.

In this regard, and as summarised in said Model, in order for the principles contained in the Anti-Corruption System to be effective, it is essential to identify and analyse (a) the risks of corruption to which the Group is exposed, and (b) the policies, procedures and controls in place in Azkoyen to mitigate the hypothetical commission of corrupt practices.

The purpose of this Manual is to provide instructions for all situations that could place the Group or any of its directors, managers, or employees in a hypothetical situation of corruption.

In general terms, the risk of corruption takes the form of the offer, delivery, request or acceptance by any Group manager or employee of a benefit, whether direct or indirect, in order to obtain an advantage or unfair benefit in the scope of their professional relationships.

Therefore, the risk of corruption is particularly patent in those areas of the Group that:

- (i) are involved in the contracting of any kind of goods or services;
- (ii) may have access to the Group's funds;
- (iii) carry out corporate operations involving agents and partners;
- (iv) establish business relationships with third parties outside the Group; or,
- (v) have relationships with public officials, both domestic and foreign.



For these purposes, Annex I is a document entitled *Behaviours constitutive and/or associated with the risk of corruption and* lists criminal risks under Spanish law that may constitute and/or be associated with the risk of corruption.

## 2. Azkoyen and its organisational context

Azkoyen Group is a multinational company based in Navarra (Spain), specialised in designing, manufacturing and marketing technological solutions for electronic payment methods, control and security systems, mechatronic solutions and vending machines. Azkoyen also develops and produces its own software and carries out consulting and planning services for the installation of security measures adapted to its clients, also offering support with their installation and maintenance, as well as training on them.

Azkoyen Group is present in more than 60 countries, the vast majority of its sales coming from foreign markets. It has a staff of approximately 850 people, 40% of whom are based in Spain.

Azkoyen's shares have been listed on the Spanish Stock Exchange since July 1988. More specifically, they are listed on the Madrid and Bilbao Stock Exchanges, as well as on the Stock Market Interconnection System (Continuous Market). Due to its status as a listed company, Azkoyen's structure must adhere to certain legal requirements, including having an Audit Committee, in charge of i.e. supervising the effectiveness of the Group's internal control.

## 3. Scope of the Anti-corruption System

The Board of Directors of Grupo Azkoyen, SA must initially approve the Anti-Corruption System (hereinafter, the "Azkoyen Board of Directors"), and this is also applicable to all other entities in the Group.

Thus, this System is mandatory for the following Azkoyen companies located in Spain:

- Grupo Azkoyen, SA
- Primion Digitek, SLU
- Coges España Medios de Pago, S.L.



## 4. Scope of application of the Anti-Corruption System

### 4.1. Objectivity scope of application

In accordance with the standard ISO 37001 on *Anti-Bribery Management Systems*, which served as inspiration for Azkoyen's Anti-Corruption System, it is useful to define the term corruption as "*the offer, promise, delivery, acceptance or request of an advantage, financial or otherwise, as an incentive or reward to act or not to act in relation to the exercise of professional functions, all in violation of applicable law.*".

Based on this definition, this Manual defines the Group's action model in relation to prevention and reaction to potential corruption risks, establishing (a) the policies and rules of action governing its activity, and (b) the applicable control systems with the purpose of preventing and reacting to their possible commission.

### 4.2. Subjective scope of application

This System will be applied to all employees, employees who are hired via temporary employment agencies, interns, dependent self-employed workers, as well as their legal representatives and de facto or de jure directors or third parties related to the Group, and any other professionals, when they act on behalf of Azkoyen and regardless of their hierarchical or geographical location (hereinafter, the "Staff").





## **PART TWO**

### ***Anti-Corruption System Management***

#### **I. ANALYSIS OF AZKOYEN'S CONTEXT**

What follows is an analysis of the internal and external aspects which, in light of Azkoyen's social and professional environment, could affect the Group's Anti-Corruption System.

##### **1. Stakeholders with involvement for Azkoyen**

Any anti-corruption management and control system can be affected by external factors derived from an organisation's professional relationships. For this reason, it is necessary to specify and evaluate the external relations that Azkoyen maintains with its different stakeholders, in order to determine to what extent the Group is exposed to potential situations of risk of public or private corruption.

Azkoyen has professional relationships with:

- As a consequence of Azkoyen's daily and professional activity, as a general rule the Group has professional relationships with private companies that purchase its products and services.
- Equally, as a listed entity, Azkoyen has a relationship with both its shareholders and investors, analysts, specialised media, and the various regulatory bodies, such as the CNMV (Spanish National Securities Regulator).
- Additionally, the Group conducts a high volume of business with suppliers of materials to manufacture its products.
- As an essential part of its professional activity, it may also deal with companies and Government Bodies, especially for administrative procedures (inspections, licenses, etc.).
- Additionally, Azkoyen has legal advisers, auditors and external consultants who provide technical advice.



## 2. Corruption risk management supervision and monitoring system

In conducting its business activity, Azkoyen seeks to offer its customers quality products and services, based on the satisfaction and loyalty of its users, all under the highest standards of compliance with current legislation. To this end, Azkoyen has an integrated decision-making system at all hierarchical levels of the Group.

Azkoyen is aware of the need for a commitment by the Senior Management to formalise a comprehensive Anti-Corruption System, and for this purpose has designated the following internal bodies to carry out appropriate control and monitoring of the Anti-Corruption System:

### 2.1. Board of Directors

As stated in the Compliance Manual, the Azkoyen Board of Directors is responsible for the organisation's management, administration and representation. In exercising this competence and its social responsibility, and in accordance with the Group's values, the Board of Directors endorses and approves this Anti-Corruption System.

This is because the System flows from the highest hierarchical levels of the Group and the Board of Directors is the first to expressly endorse the set of principles, values and internal rules in the System, as an essential strategy within the Group's internal policy of compliance.

The foregoing is stipulated without prejudice to the fact that Azkoyen, in accordance with the applicable rules, has attributed the daily execution of the tasks of surveillance and monitoring of the Anti-corruption System, as indicated below to the control and supervision bodies of Azkoyen, the Audit Committee and the Support Unit.

### 2.2. Audit Committee

Aware of the growing need to establish a true compliance environment in Azkoyen, the Audit Committee has actively participated in the design and development of the Anti-Corruption System. Therefore, this Committee is responsible, among other functions, for the System's monitoring, compliance and enforcement.

In this way, the members of the aforementioned Committee will have to know in due detail all parts of the Anti-Corruption System in order to guarantee that the activities of all Azkoyen employees and collaborators, as an organisation, remain within the expected terms at all times. Therefore, together with the legally established functions, as well as those expressly attributed in the *Compliance Manual (General Part)*, the Committee is entrusted with the following functions in relation to the Anti-Corruption System:



- Monitoring the potential legal and criminal risks detected within Azkoyen's operations, as well as the preventive, reactive and detective measures adopted in the field of corruption prevention. To do this, it can draw on the Support Unit, as the Committee's support body, who will provide it with support in its standard tasks.
- Regularly reviewing the correct operation and effectiveness of the Anti-Corruption System.
- Guaranteeing the dissemination of the principles established in the System.
- Periodically collecting the information necessary to prove the adequacy of the control measures established in the field of corruption prevention, with the periodicity determined by the Audit Committee in each case.
- Approving the appropriate disciplinary measures in accordance with the disciplinary and sanctioning procedure, in collaboration with representatives duly empowered to that end.
- At least annually, report to the Azkoyen Board of Directors about the activity carried out by both the Committee itself and the Support Unit as an operating body.

### 2.3. Responsible for controls on anti-corruption matters

The Anti-Corruption System must be periodically evaluated to test and verify its implementation and effectiveness. An essential part of this evaluation is those responsible for anti-corruption controls, which are understood to be those in the organisation who, due to their hierarchical and functional position, are empowered to carry out daily risk management with regard to corruption.

The following are among their most important functions in the application of the Anti-Corruption System:

- Ensuring daily management and controls in their areas of activity and those of their teams.
- Annually sending the necessary information on supervision, monitoring and compliance with the Anti-Corruption System to the Audit Committee.
- Where appropriate, annually completing the appropriate reports and self-assessment statements in order to keep the Audit Committee informed about the application, compliance and assessment of the Anti-Corruption System.

For this reason, said Managers must confirm annually whether in their respective departments:

- The established anti-corruption policies, procedures, rules and controls for which they are responsible have been followed.



- There have been changes in control activities.
- All incidents identified have been resolved and communicated at the appropriate level, where appropriate.

## **II. ANTI-CORRUPTION MANAGEMENT**

### **METHODOLOGY**

The methodology established by the Group to adequately identify, control and monitor the risk of corruption is set out below.

The Azkoyen Audit Committee is the body in charge of the System's supervision and monitoring tasks. This must be understood without prejudice, of course, to the corresponding collaboration by the remainder of the Group's areas and directions, who must undertake to provide any support and help necessary to guarantee an effective control and prevention system.

#### **1. Risk assessment process**

##### **1.1. Identification and analysis of risk**

In order for the Anti-Corruption System developed by Azkoyen to be effective, it is essential to identify and analyse the risks of corruption faced by the Group and then evaluate it.

The purpose of this is to provide an overview of the different events to which the Group is exposed in terms of anti-corruption, as well as the effectiveness of the controls currently in place to prevent, react to or detect a corrupt behaviour or practice.

The Audit Committee is in charge of establishing the guidelines to be followed to assess the risk of corruption, after first identifying the risk exposure of each stakeholder and effectively evaluating it.

However, those responsible for anti-corruption controls must have produced policies, procedures and controls identified within their operations in relation to the risk of corruption, as well as identify new activities that may potentially constitute a risk.

Likewise, and as an additional control, those responsible for controls may be required by the Audit Committee to certify their validity and effectiveness.



## 1.2. Alert situations

When identifying the possibility of corruption within Azkoyen, the Audit Committee must carry out a full preliminary study of the situation of the Group and its main stakeholders. This study may be carried out through a process of *internal* due diligence taking the following aspects into account, i.e.:

- Are international business transactions carried out as part of the Group's intrinsic activity?
- What specific areas are exposed to international business?
- Have the different areas or departments documented their commercial or business relationship with public institutions or bodies (contracts, agreements, etc.)?
- Have the different areas or departments documented their commercial or business relationship with Government Bodies (contracts, agreements, etc.)?
- Have the different areas or departments documented their business relationship with private entities?
- Do the different areas or departments have an effective procedure to detect any act of corruption?
- Which of the main stakeholders may present a real or potential risk for Azkoyen?
- Could these risks be pinpointed in any of the Group's existing processes?

Below are a few examples of warning signs that require, *a priori*, greater awareness and scrutiny by the parties involved and the circumstances of the operation or transaction:

- If operating in sectors, markets and/or countries with high corruption rates.
- If agents or intermediaries are used, directly or indirectly, that have influence over or links to public institutions or organisations.
- If there is a widespread commercial practice or use of bribery in business.
- If Azkoyen is required to pay set amounts to *speed up* certain procedures or obtain certain services, or large or advanced commissions (*facilitation payments*).
- If Azkoyen has been asked to make payments to the personal accounts of intermediaries and agents of Government Bodies or institutions, or to third countries.
- If one of the parties request that payments be made in third countries, bearer transfers, or political contributions.



- If a government official is the director, executive, senior employee of or has a stake in the contracting party.
- If one of the parties to the transaction has a reputation for improper, unethical or illegal conduct, or has been investigated for lack of integrity.
- If one of the parties prefers to perform services without a contract, or requests unusually high compensation.
- If one of the parties does not have experience in the product, in the industry branch, or does not have qualified personnel or adequate facilities.
- If one of the parties presents misleading or inconsistent information during the evaluation, *due diligence*, or information request process.
- If one of the parties request in advance a disproportionate payment, clearly inadmissible or unjustified, before completing the project.
- If it involves unnecessary third parties or multiple intermediaries.

On this basis, and as a prior analysis before assessing each specific case, the Audit Committee may gain a more real and complete view of the Group's sources of risk and act accordingly, if necessary.

### 1.3. Risk allocation

Prior to starting relevant business relationships for the Group, the Audit Committee will classify, based on the risk of corruption, those partners and/or professionals with whom Azkoyen maintains business relationships.

To this end, the Audit Committee shall consider the matters discussed above as "alert situations", assigning each business relationship a risk category of negligible risk, *medium risk* or *high risk*, depending on the response to these matters.

Once the corresponding category has been assigned, the Audit Committee or the body or person to which it delegates its function shall adopt the necessary surveillance, supervision, and control measures to process the risk appropriately.

### 1.4. Risk processing

As part of the active management of possible risks of corruption affecting Azkoyen, it is essential that a processing protocol is in place to manage risks deemed to be considerable. Furthermore, special control

measures should be established for those Group operating areas that are most affected by corruption-related behaviours.

In this sense, the risks identified should be classified according to the assessment criteria set by Azkoyen, according to the scale or level of risk set out below:

- **Negligible risk:** When the risk of corruption in a specific Azkoyen area or process is classified as "*negligible*", an annual supervision of its status by the person in charge of each area is required, without the need for any other specific action.
  
- **Medium risk:** When the risk of corruption in a specific Azkoyen area or process is classified as "*medium*" Azkoyen will carry out an evaluation or due diligence process prior to the start of professional relationships. This evaluation or due diligence process will be carried out through a standard *Know your partner (KYP)* form, to be completed by the partner and/or professional concerned.

Additionally, annual supervision will be required by the head of each area and by the Audit Committee.

- **High risk:** When the risk of corruption in a specific Azkoyen area or process is classified as "*high*" Azkoyen will carry out an evaluation or due diligence process prior to the start of professional relationships. This evaluation or due diligence process will be carried out through a standard *Know your partner* form, to be completed by the partner and/or professional affected.

In this case, risk supervision must be carried out every six months by the person in charge of each affected area, with explicit information sent to the Audit Committee, certifying the absence of situations that put the integrity of this Anti-Corruption System at risk or compromise it.

Once the corresponding *Know your partner* forms have been completed, Azkoyen may proceed to reclassify the partner and/or professional third party, without prejudice to the application of any additional reinforced measures, as deemed appropriate.



## PART THREE

### *Protocol of action in business relationships*

#### 1. Purpose and scope of the Protocol of action in business relationships

Azkoyen, in line with the main applicable local and international benchmarks, and in compliance with the highest anti-corruption standards, wants to send a message of absolute rejection of any type of conduct that may compromise the ethics, integrity and objectivity of its relationships with third parties. Consequently, a Protocol has been created as evidence of the corporate responsibility that Azkoyen, as well as all of its staff, has in the fight against corruption.

This *Protocol of action in business relationships* (hereinafter, the "Protocol") is understood as a **guide for action to be followed by Azkoyen's executives, managers and employees when they maintain any type of business relationship with third parties outside the Group, whether of a public or private nature.**

This Protocol is to be understood as complementary to the other behaviours described in this Anti-Corruption System, forming an integral part of it. Therefore, this Protocol is **mandatory for all** Azkoyen Group personnel.

#### 2. Description of the main criminal risks associated with corruption

Below are the main behaviours that are offences under the Spanish Criminal Code and may be of special relevance to Azkoyen, for the personnel subject to this Protocol and their relations with the public and private sector:

##### 2.1. Criminal risks with regard to public corruption

###### Bribery

###### Article 424 Spanish Criminal Code

*1. An individual who offers or delivers a gift or remuneration of any kind to an authority, public official or person in the public service to perform an act contrary to the duties inherent to their position or an act within the scope of their office, or in order to have them not carry out or to delay a duty or act they should perform, or in*





*consideration of their office or function, will be punished respectively, with the same prison sentences and fines as the corrupted authority, official or person.*

*2. When an individual delivers a gift or remuneration in response to a request of an authority, public official or person in the public service, they will be punished with the same prison sentences and fines as the corrupted authority, public official or person.*

*3. If the action achieved or intended by the authority or official is related to a contracting procedure, grants or auctions held by the Government or Government Bodies, the individual and, where appropriate, the company, association or organisation that they represent, will be punished by disqualification from obtaining grants and public aid, contracting with public sector entities, agencies or bodies, and shall be barred from enjoying tax or Social Security incentives for a period of five to ten years.*

Influence peddling (illegal under article 429 and 430 of the Spanish Criminal Code)

**Article 429 Spanish Criminal Code**

*Any individual who influences a public official or authority by taking advantage of any situation arising from their personal relationship with them or with another public official or authority, to achieve an outcome that may directly or indirectly generate an economic benefit for themselves or a third party, will be punished with a prison sentence of six months to two years, a fine of twice the benefit sought or obtained, and a ban on contracting with the public sector, as well as being barred from obtaining public grants or aid and from enjoying tax and Social Security incentives for a period of six to ten years. If the desired benefit is obtained, the upper range of these penalties will be applied.*

**Article 430 Spanish Criminal Code**

*Those who, offering to carry out the behaviours described in the two previous articles, request gifts, presents or any other remuneration from third parties, or accept an offer or promise, will be punished with imprisonment for six months to one year. If the crime is committed by a public official or authority, the penalty of special disqualification from holding public office or employment and from exercising the right to passive suffrage for a period of one to four years will also be imposed.*

*When, in accordance with the provisions of article 31 bis, a legal person is responsible for the crimes included in this Chapter, a fine of six months to two years will be imposed.*

*Considering the rules established in article 66 bis, judges and the Courts may also impose the penalties set out in letters b) to g) of section 7 of article 33.*

Corruption of public officials and authorities in the face of international economic activities (illegal under article 286 of the Spanish Criminal Code)



*1. Those who, through the offer, promise or concession of any undue benefit, advantage, pecuniary or of any other kind, corrupt or attempt to corrupt, by themselves or via an intermediary, an authority or public official for the benefit of themselves or of a third party, or respond to their requests in this regard, in order for them to act or refrain from acting in relation to the exercise of public functions, to obtain or keep a contract, business or any other competitive advantage in the conduct of international economic activities, will be punished, unless already subject to a more severe penalty under another provision of this Code, with a term of imprisonment of three to six years, a fine of twelve to twenty-four months, unless the benefit obtained was greater than the resulting amount, in which case the fine will be in the amount of three times said benefit.*

*In addition to the aforementioned penalties, in any case, the person responsible will be subject to a bar from contracting with the public sector, as well as the loss of the possibility of obtaining public grants or aid and the right to enjoy Tax and Social Security benefits and incentives, and a bar on involvement in commercial transactions of public importance for a period of seven to twelve years.*

*2. For the purposes of this article, a public official shall be understood within the definition set out in articles 24 and 427.*

## 2.2. Criminal risks with regard to private corruption

### Corruption in business (illegal under article 286 bis of the Spanish Criminal Code)

*1. A director, executive, employee or collaborator of a mercantile or other company who, by themselves or via an intermediary, receives, requests or accepts an unjustified benefit or advantage of any nature, or an offer or promise to obtain it, for themselves or for a third party, in return for improperly favouring another in the acquisition or sale of merchandise, or in the contracting of services or in commercial relationships, will be punished with a prison sentence of six months to four years, special disqualification from exercising in industry or commerce for a period of one to six years, and a fine equal to three times the value of the benefit or advantage.*

*2. The same penalties shall apply to anyone who, by themselves or via an intermediary, promises, offers or grants to directors, executives, employees or collaborators of a mercantile company, an unjustified benefit or advantage, of any nature, for themselves or third parties, in return for improperly favouring them or a third party over others in the acquisition or sale of goods, contracting services or in business relationships.*

*3. In light of the amount of the benefit or the value of the advantage, and the importance of the guilty party's functions, judges and the Courts may impose the lesser penalty and reduce the fine at their discretion.*

*4. The provisions of this article are applicable, in their respective cases, to managers, executives, employees or collaborators of a sports entity, whatever its legal form, as well as to athletes, referees or judges, with regard*



*those behaviours whose purpose is to predetermine or deliberately and fraudulently alter the result of a contest, meeting or sports competition of particular economic or sports relevance.*

*For these purposes, a sports competition of particular economic relevance shall be deemed to be one in which most of the participants receive any form of remuneration, compensation or economic income for their participation in the activity; and a sports competition of special sporting relevance is any event included in the annual sporting calendar approved by the corresponding sporting federation as an official competition of the highest category of the discipline, speciality or field in question.*

*5. The provisions of article 297 are applicable for the purposes of this article.*

### **3. Rules of conduct in relation to dealings and communication with the public sector**

The relationships established by Azkoyen and its managers and employees with the public and private sectors must be governed by the **principle of institutional respect, collaboration, transparency, lawfulness and ethics.**

In any case, Azkoyen staff must observe and comply with all provisions relating to this Protocol.

#### **3.1. General guidelines for action in relations with the public and private sector**

When any Azkoyen employee maintains a relationship with third parties outside the Group, they must comply with the following without exception:

- **Compliance with internal regulations of Azkoyen.** As a starting point, Azkoyen staff must comply with the Group's internal rules and regulations, especially as regards policies and procedures related to the control of entry and exit of cash.
- **Abstention in case of conflict of interest.** Prior to maintaining any type of business relationship with a third party, whether public or private, the Staff participating in the relationship must conduct an analysis of potential risks of conflict of interest.

For these purposes, a conflict of interest shall be considered to exist in all situations where the interests of the Group or its member companies collide, directly or indirectly, with the personal interests of a specific executive, manager or employee specifically.

In particular, a potential risk of conflict of interest will be deemed to exist in the following circumstances:

- **Family conflict of interest.** Where an Azkoyen staff member begins a business relationship involving any members of their own family, up to the third degree of kinship.
- **Conflict of interest with regard to a commercial agreement.** Starting a business relationship between an Azkoyen staff member and a third party if there is a commercial agreement between them, even if this agreement is not reflected in a written document.
- **Conflict of interest in cases of joint shareholdings in a company's capital.** Starting a business relationship between an Azkoyen staff member and a third party if both have joint shareholdings in the capital of a given entity.

In such cases, the situation must be reported immediately to the Audit Committee, which shall then take the decision it deems most appropriate; to authorise the relationship despite the existence of a conflict of interest, or to adopt potential safeguard or surveillance measures.

In particular, and to avoid any form of indication or suspicion, Azkoyen staff members involved in drawing up an offer, opportunity or proposal of any kind (whether it is a service to be provided, an event, act, tender or similar), should advise the Audit Committee in the event any type of risk of conflict of interest arises.

It is the exclusive competence of each Azkoyen executive, manager and employee (i) to communicate the possible existence of a conflict of interest, (ii) to provide the information necessary for it to be assessed, (iii) to refrain from participating in those contracts where there is a risk of conflict of interest.

- **Documentary record.** Azkoyen staff members who have business relationships with third parties, whether public and private, must ensure that all the documentation and communication exchanged, including the data and decisions taken, whether in electronic or paper format, are saved and preserved.

This documentation will be preserved in compliance with the criteria established by the applicable regulations, especially with regard to the Prevention of Money Laundering, where applicable, and Protection of Personal Data.



Thus, Azkoyen staff members should report to the Azkoyen Audit Committee about said documentation when requested.

- **Procedure for holding a meeting.** With regard to particularly relevant cases, prior to holding a meeting involving Azkoyen, the following is required: (i) at least two people representing Azkoyen must attend; (ii) after the meeting, a written document (minutes or, failing that, email) must be produced and signed by those who participated in the meeting on behalf of Azkoyen, containing at least an attendance list, the issues discussed and the conclusions adopted, and (iii) this document must be circulated to the immediate line manager.

If any incident or anomaly in terms of corruption is detected during the meeting, or beforehand, an urgent report must be made to the Support Unit, so that this body can adopt any control measures required.

For these purposes, and without limitation, *particularly relevant cases are* those situations involving one of the Group's main customers, or involving economic interests with significant capital, or deals or business opportunities of special importance, among others. However, this rule shall not apply to meetings that are merely procedural or without particular relevance for the Group.

### 3.2. Specific guidelines for action in relations with the public sector

- **Notification in case of inspection and/or a proceeding.** Azkoyen staff members shall immediately notify the Audit Committee in the event that, as a consequence of the performance of their duties, they are (i) subject to investigations or inquiries by any authority; (ii) called to testify or provide documents to any Government authority or regulatory entity; (iii) investigated, summoned or sued in a criminal, civil, administrative, arbitration or any other type of proceeding; and/or (iv) are object of a written complaint or a request for judicial compensation by a third party. This shall apply provided that such investigations or proceedings have or may have some kind of incidence on Azkoyen's activity.

### 3.3. Specific guidelines for action in relations with the private sector

- **Due approval of suppliers.** Contracts signed with clients, suppliers and external professionals must comply with objective criteria. To this end, Azkoyen staff members empowered to sign



contracts must use, apply and adhere to the internal contracting guidelines and, in particular, to all of the Group's internal policies designed to control the presentation of commercial tenders and external contracts.

### 3.4. Prohibited behaviours

Any executive, manager, employee or third party acting on behalf of Azkoyen must refrain from performing any act related to the prohibited actions listed below. The prohibited behaviours listed below are concrete examples without prejudice to any others that may arise in specific circumstances.

- **Ban on influencing third parties.** It is forbidden to influence or attempt to influence, directly or indirectly, third parties outside Azkoyen by taking advantage of a personal relationship, to achieve an outcome, decision, action or omission, or unjustified economic advantage, that may generate any kind of benefit or advantage for the Group, both as regards the possible content and the moment in which it takes place.
- **Ban on influencing any executive, director or employee of Azkoyen with the intention of obtaining an unjustified benefit.** It is strictly prohibited to influence any other Azkoyen staff member so that he, in turn, fraudulently intervenes in a business relationship in which the Group has any type of direct or indirect interest.

Thus, under no circumstances may Azkoyen staff members use their level or professional position with the intention of forcing another employee or manager to behave in a way that may generate a risk of corruption, whether public and private. This includes, among other behaviours, coercion, promises of professional advantages or benefits, etc.

- **Ban on offering, promising, requesting or accepting hospitality.** Azkoyen staff members must refrain from offering, promising, requesting or accepting gifts, hospitality, commissions or remuneration of any kind or nature, from third parties outside Azkoyen, when they exceed the limits set by both the Group and by social customs.

Third parties outside Azkoyen shall be understood as any businessperson or professional, member of Government Bodies, political parties, foundations, unions or other related entities with whom there are professional dealings or a professional relationship.



### 3.5. Other situations: Recruitment of own staff and relationships with intermediaries, collaborators and advisers

The main steps to be taken when recruiting internal and external staff, including own staff, intermediaries, collaborators and advisers, are set out below.

#### Recruitment of own staff

One form of behaviour that may arouse suspicions is the recruitment of people with whom there is any kind of relationship or some degree of influence, be it professional or personal, with third parties with whom Azkoyen has had, has or plans to have a commercial relationship.

Naturally, people linked to these third parties may apply to job openings at Azkoyen with equal protection against discrimination. However, it should be avoided any possible suspicion that suggests that the person has been recruited as a favour or reward, either to induce a favourable outcome or to purchase a given professional service that, directly or indirectly, that may benefit Azkoyen.

For this, the Human Resources department will be responsible for defining and applying the specific procedures and protocols in relation to the selection, promotion and evaluation of applicants, being empowered to request support and advice, and gather as much information as it may consider necessary to rule out the commission of possible corrupt behaviour in any selection or recruitment process.

#### Relationship with intermediaries, collaborators, advisers and third parties

Occasionally, service or commission payments to third parties, such as advisers or collaborators, may actually be potential covert acts of bribery.

To avoid the work of intermediaries, *third parties*, advisers or external collaborators creating suspicion of being an instrument to cover up possible illegal payments, which could affect or imply liability on the part of Azkoyen, the following guidelines should be followed:

- **Ban on illegal payments.** In principle, the payment of any reward, commission and/or facilitation payment to third parties acting as illegal intermediaries in Azkoyen's relationships with the public and private sector is expressly prohibited, whether they are advisers, collaborators or act under any other title.
- **Ban on cash and offshore payments** Payment of goods or services received from third parties may not be made to accounts established in tax havens, unless expressly authorised by the Audit **Committee**.



Equally, cash payments are not permitted with the exception of routine payments of small amounts such as consumables, courier services, transport, etc., or others that may be decided by the Audit Committee.

- **Need to justify services received by Azkoyen and possible investigation.** All payments to third parties must be duly justified and originate from the legal delivery or provision of a good or service. In this regard, the amount paid to the third party must correspond to the amount on the supporting documentation of the good or service received.

Likewise, no document accrediting a good or service received by Azkoyen may include an insufficient or limited description (for example, "*Advice*", or "*Consulting work*"). In such cases the Azkoyen Audit Committee reserves the right to request as much information as it deems pertinent.

- **Pre-selection of third-party adviser / collaborator:** Azkoyen staff will refrain from doing business on behalf of Azkoyen with third parties that they may suspect of committing any form of illegal act which could, in turn, compromise the Group.

In this sense, to the extent possible, third-party advisers or collaborators should be selected based on ethical criteria and objective technical competencies.

## 4. Obligation to report unethical or illegal acts

In the event that any Azkoyen executive, director or employee is aware of an illegal act, and, especially, of a possible corrupt act by someone in the service of Azkoyen or one of its associates, they will notify the Audit Committee as soon as possible, following the procedures and protocols provided for such reports via the **Azkoyen Whistleblowing Channel**.

Azkoyen will adopt the necessary measures to guarantee the confidentiality of the complainant, prohibiting the adoption of any type of retaliation against anyone who makes known indications or suspicions of actions contrary to this Protocol, for the simple fact of having revealed them.



## PART FOUR

### *General policy on gifts*

- **Purpose and scope of the General policy on gifts**

This *General policy on gifts* (hereinafter, the "Policy") has a dual purpose: (i) to guarantee that Azkoyen and its employees comply with the minimum ethical standards in relation to the delivery and reception of gifts, hospitality and donations, and (ii) to regulate the internal control system for expenses derived from per diems and corporate travel. The need to control expenses, including those derived from potential per diems and corporate travel, are covered by the same rules. For this reason, Azkoyen has created this Policy to govern the system of justification and reimbursement of these expenses.

This Policy is to be understood as a complementary element to the other conduct described in this Anti-Corruption System, of which it is an integral part. Therefore, all Group companies and employees listed in Part One of *The Anti-Corruption System*, section I. *Introduction*, 3. *Scope of the Anti-Corruption System* and 4. *Scope of application of the Anti-Corruption System*, are also subject to all of the rules and guidelines established in this Policy.

However, it should be noted that Azkoyen is aware that the offering and receiving of gifts, hospitality and donations is a common practice to strengthen business relationships. Therefore, they may be viewed as a legitimate and acceptable practice under certain restrictions, limits and controls, and always in compliance with internal ethical standards, rules and principles.

- **Principles of the General policy on gifts**

The purpose of this Policy is to regulate the outflow of financial resources for expenses for gifts, per diems and travel, in such a way that Azkoyen's **principles of business ethics, transparency, legality and honour** are respected and complied **with at all times**.

However, **Azkoyen rejects any action that, based on the expenses described here, serves or may be interpreted as a way to obtain unjustified benefits or advantages, or undue remuneration** for third parties outside the Group.

In particular, the procedures described below are intended as a guide to fight against corruption, serving as express evidence of Azkoyen's commitment to the legal and ethical principles of the Group's commercial transactions.



- **General policy on offering, making and receiving gifts**

Gifts are a socially accepted concept in the way business operates. However, they must be appropriate to the nature and socio-economic context of both Azkoyen and the third party with which it interacts.

Therefore, it is the sole responsibility of Azkoyen staff to know, abide by and comply with the guidelines established in this Policy. Any deviation from the stipulations contained in this Policy could imply liability, not only for employee in question but also for Azkoyen.

Thus, the following lines of action have been established in line with the provisions **of the Group's Code of Conduct**.

### 3.1. General principles of action in relation to offering, making, and receiving of gifts

**Ban on bribes.** Azkoyen staff members will not offer, pay or accept bribes (meaning gifts, donations, promises, authorisations, offers, payments or gifts to a third party), illegal gratuities or any other similar payment, to any person, organisation or official, that allows them to obtain unjustified advantages.

Nor will they make any payment, transfer or offer of funds that does not adhere to the Group's policies and current regulations, and that does not have the corresponding internal approval, is not duly justified and does not appear clearly, precisely and truthfully in the Accounting books.

The term "*gratuity*" is very broad and includes the following examples, i.e.:

- Money, gifts or personal favours.
- Meals.
- Leisure and entertainment services.
- Discounts.
- Job offers.
- Political contributions.
- Payments to third parties.
- Payment of travel expenses.
- Payment or cancellation of debts.



**Ban on facilitation payments.** Facilitation payments can <sup>1</sup>**negatively** affect the Group's reputation, creating doubts about its honesty in its other operations and transactions. Group employees and representatives are therefore banned from making any payment of this nature, regardless of its amount.

**Written authorisation.** Any payments, gifts and business courtesies that an Azkoyen employee intends to give to a third party must be authorised in writing and in advance by their superior.

Additionally, the hierarchical superior must inform the Audit Committee regarding the authorisation, so that the latter can keep them on record.

**Communication to the Support Unit.** Azkoyen staff members must notify the Support Unit of any incident regarding the request, delivery or receipt of any inappropriate payment, gift or courtesy from a third party.

The following payments, gifts or entertainment are expressly prohibited:

- Cash, gift vouchers, fuel vouchers, loans, financial support or any other equivalent.
- Any invitation, gift or courtesy that due to its frequency, characteristics or circumstances can be objectively interpreted as an action likely to affect the impartial judgement of the recipient.
- Any gift whose ultimate purpose is to give/obtain favourable treatment to/from clients, suppliers, public administrations or any third party.

This limit does not apply to gifts of a symbolic value (less than 50 Euros) previously approved by the Directors or members of the Board of Directors or by the persons to whom they have delegated, such as (i) promotional items of low value, (ii) normal hospitality that does not exceed the limits considered reasonable in social customs, (iii) occasional courtesies for specific and exceptional causes (such as Christmas gifts, births, weddings), provided they are not in cash and are within the limits set by the Audit Committee for these purposes.

In the event that the acceptance of these gifts is obligatory, they must always be acknowledged on behalf of Azkoyen and, once this has been done, they must be handed over to the Human Resources department which will distribute them among the staff by prize draw or donate them to a charitable institution.

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<sup>1</sup> "*Facilitation payments*") are a widespread form of corruption. They consist of small payments or gifts that are made to a person - a public official or an employee of a private company - to obtain a favour, such as speeding up an administrative process, obtaining a permit, license or service, or avoiding an abuse of power.



In the event that the person concerned is an official, an authority and/or a public employee, a higher level of control will be required to further guarantee that they are suitable and in accordance with the customs and usual practice, applicable local laws, the Group's internal policies and procedures. The prior authorisation of the Azkoyen Support Unit is required before making or accepting such gifts.

### 3.2. Registration of gifts and hospitality

The Audit Committee will create a register for gifts received and/or made by Azkoyen. This information must be kept for a period of 10 years.

The Support Unit will prepare an annual report including the number of applications received, the percentage of applications approved/rejected, the criteria used to decide on applications, etc.

Similarly, special mention will be made to those applications which, either due to the characteristics of the gift, or due to the identity of the gift recipient or giver, or for any other reason, are of particular interest.

- **Specific guidelines on socially acceptable gifts, hospitality and/or donations in the public sector**

In accordance with its firm commitment to reject any action that could entail a potential risk of corruption of public officials, authorities or employees, Azkoyen has established a distinction between (a) promoting professional and transparent dealings with the staff of Government Bodies and institutions, and (b) those courtesy gifts that may be interpreted as improper or fraudulent.

Thus, in accordance with the provisions of article 54.6 of Spanish Royal Legislative Decree 5/2015, of 30 October, which approved the revised text of the Law on the Basic Statute of Public Employees (*Principles of conduct*):

*Any gift, favour or service in advantageous conditions that goes **beyond the customary, social and courtesy uses will be rejected**, without prejudice to the provisions of the Spanish Criminal Code.*

This means that some gifts are **socially and legally accepted**, from both the perspective of giving and receiving. It is therefore essential to make a value judgement regarding the gifts to be given to public officials, authorities or employees, assessing both (i) the economic value of the gift, and (ii) the intended purpose.

However, in the absence of a clear and decisive line on the matter, the actions of Azkoyen employees should be guided by the following considerations. All gifts should respect the provisions of the Group's *General policy on gifts, per diems and travel expenses*:



- ***It is not lawful to give a gift subject to conditions.***

Under no circumstances may a gift be offered or delivered, whatever its value, *in exchange for the recipient taking or refraining from taking a given action*, or in circumstances that could give rise to the gift being interpreted as having this purpose.

- ***It is not lawful to give a gift as a reward for a favourable administrative or judicial decision.***

In no case may a gift be given, whatever the value, if it could be interpreted as a *reward or thanks for an administrative or judicial decision by action or omission*.

- ***It is not lawful to give a gift upon request by a public official.***

Spanish legislation is extraordinarily firm on this point, and equates the conduct of the corruptor, a public official, in this case, with that of the *victim* of extortion who succumbs to pressure from the former and ends up paying the requested *gift*.

In short, any gifts in the public sector should be evaluated in light of their contextualising conditions, avoiding any gesture that may be interpreted as a potential act of corruption.

However, in case of doubt, Azkoyen staff members must immediately notify the Group Audit Committee for it to grant the necessary permission or authorisation after assessing the status of the aforementioned public gift.

## PART FIVE

### *General policy on per diems and travel expenses*

#### 1. Scope of application

This procedure applies to **all AZKOYEN GROUP** staff (from all companies and subsidiaries) that, for duly authorised work reasons, trips or other journeys (by taxi, company car or own vehicle) or incur other expenses such as customer hospitality, in-house meals or catering.

The purpose of this document is to provide a clear policy for each of the concepts described in the preceding paragraph, to guide the selection of the means and category of transport, as well as accommodation, its category and the spending limits.

All AZKOYEN GROUP staff and, in particular, those responsible for authorising travel and their expenses, must be duly aware of this procedure and the procedure for settling travel and representation expenses.

#### 2. Principles

Azkoyen wishes to reimburse all reasonable expenses incurred for work reasons.

However, under no circumstances should travel expense settlements be viewed as a way to obtain extra benefits or additional remuneration. Consequently, all business trips must have a link to the Group's objectives.

#### 3. Travel request procedure

All AZKOYEN GROUP trips will be processed by the **corporate** Travel Agency, and trips will be paid with the means of payment made available by AZKOYEN GROUP to its employees (usually a corporate travel card).

When making reservations via the Travel Agency, in addition to the Cost-Centre of the worker of Azkoyen SA or Coges España Medios de Pago SL, the Agency must always be instructed to assign the trip to a project number among the following:

1. AZKOYEN, SA (and anything else not identified from 2 to 10)
2. AZKOYEN GERMANY
3. AZKOYEN FRANCE
4. AZKOYEN PORTUGAL



5. LATAM
6. COFFETEK
7. COGES SPA (ITALY)
8. COGES SPAIN
9. PRIMION
10. AZUS

All travel and travel expenses must be duly authorised. With regard to travel expenses, it is difficult to approve them prior to them being incurred, but as far as possible they must be planned and communicated to the authorising supervisors prior to taking place.

Travel not planned in good time should be exceptional to avoid excess costs from last minute reservations.

### 3.1. Procedure

1. When a person needs to make a trip, they must contact the Travel Agency for a quote for the trip in line with **AZKOYEN GROUP** Travel Policies. Upon receiving the quote, you should ask the Agency to block the reservation as long as possible without purchasing a ticket.
2. Once they have the quote, the requesting employee should complete the document and send it to their Authorising Supervisor for authorisation at least two days before the trip.
3. The Authorising Supervisor must notify the requesting employee as soon as possible if the trip is not authorised.
4. Once the Authorising Supervisor has given their authorisation (notified in the web tool), or the trip in question does not require prior authorisation, the requesting employee notifies the Travel Agency by means of an Authorisation Document for trips and advances, also following authorisation if applicable.
5. The Travel Agency will process the request and propose tickets, accommodation and other services in line with **AZKOYEN GROUP Travel Policies**, always offering the combination of economic and service conditions that best meet the traveller's needs.

Attempts will be made to ensure no more than three AZKOYEN GROUP Corporate Directors / Division Directors are on the same means of transport due to the impact this may have on the Group's management continuity. The General Manager should be consulted regarding such cases.

6. The Travel Agency will consult the **Manager in charge of Exceptions** regarding any doubts or exceptions, who will then take the appropriate decision.



7. If the trip is the result of a request from **another AZKOYEN GROUP body** (i.e. Training, General Management, Commercial Management), the organising body will make the hotel and ticket reservations and other reservations for shared events/sections (i.e. buses, restaurants for shared meals).

The organiser may delegate the reservation of travel tickets to each of the participants and will communicate this in the invitation.

In any event, participants' travel must respect the criteria laid down in the Travel Policies in this document.

Participants **must confirm their attendance to the organiser** by email. If, after confirming attendance, they realise they cannot attend, they must notify the organiser by email.

8. Any **change to or cancellation** of travel must be communicated to the Travel Agency as soon as possible so that it can take steps to avoid unnecessary expenses. In the event of changes to service provision that require cancellations or changes of dates or times, thus incurring additional expenses, these changes must be notified to your Authorising Supervisor and, if it implies an exception to the rules, to the Manager in charge of Exceptions.

## 3.2. Authorising Supervisors

Before it can take place, all travel must be formally authorised by the corresponding Authorising Supervisor, determined based the total expected expense and the expense scale below.

AUTHORISED BY
Head/Manager of department up to €650
Functional Director to €1,300
Managing Director > €1,300

**Note:** for Group Corporate Directors and Division Directors, travel schedule should be included in the weekly plans 3 weeks in advance to ensure the Group General Manager is aware. In such cases, the trip is considered approved as long as the allocated spending limit is not exceeded. Any trip not included in the weekly plans or that exceeds the €1,300 limit requires the corresponding formal authorisation.

If an employee holds **multiple positions, they are** always considered to need the authorisation of the Authorising Supervisor for their highest position in the organisation hierarchy.

Any expenses that arise during a trip (i.e. taxis, mileage) will be authorised after completion of the trip by the Authorising Supervisor and in line with AZKOYEN GROUP Travel Policies.





## 4. Performance Standards / Policies

When on business trips, travel, and incurring expenses, AZKOYEN GROUP employees must follow the rules indicated below.

### 4.1. Travel

#### 4.1.1. General rules for travel

- The standards set out below are the maximum limits authorised per AZKOYEN GROUP employee or executive. However, you should always try to ensure that the expenses incurred are reasonable and economic as possible.
- If a person holds **multiple positions, they** are always considered to be able to travel on the basis of the rules applicable to the highest of their positions in the organisation's hierarchy.
- When two or more people from the AZKOYEN GROUP travel, they will do so based on the least restrictive ticket and expense limitations for the various employees travelling.

#### Specific rules according to position and travel

Expense type	Personnel	Category
Airplane	Azkoyen Group General Manager	Economy Class and Business Class (restricted to flights of more than 6 hours)
	Azkoyen Group Corporate Directors / Division Directors	Economy Class and Premium Economy Class (restricted to flights of more than 6 hours)
	Other managers and employees	Economy Class only
Train	All AZKOYEN GROUP staff	Premium Class (or Promo Plus and Tourist Plus)
Car rental	Azkoyen Group Corporate Directors / Division Directors	D (inter. superior cat.)
	Other employees	C (intermediate cat.)
Accommodation (with breakfast) <i>in Germany, France, UK, Switzerland and USA</i>	Azkoyen Group Corporate Directors / Division Directors	Hotels 4* or <= €150/night (inc. VAT)
	Other employees	Hotels 3* and 4* or <= €120/night (inc. VAT)



Accommodation (with breakfast), general criteria	Azkoyen Group Corporate Directors / Division Directors	Hotels 4* or <= €140/night (inc. VAT)
	Other employees	Hotels 3* and 4* or <= €110/night (inc. VAT)

*In exceptional cases where an accommodation is required whose cost exceeds the maximum permitted price, authorisation must be requested by sending an email to the Manager in charge of Exceptions. Their response must be attached to the expense note along with the rest of the travel justifications.*

### 4.1.2. Plane tickets

Travel by air is allowed for international journeys, journeys to islands (i.e. Balearic Islands, Canary Islands, Sicily...). It is also justified for journeys within the country when a journey by train would take longer than 3 hours.

All AZKOYEN GROUP staff will travel in Economy class, with the exception of the Azkoyen Group Corporate Directors/Division Directors who may use the Premium Economy class on flights longer than 6 hours, if this option is available. All airline tickets should be booked at a **restricted rate** and as far in advance as possible (a recommended minimum of two weeks) to reduce costs. Flights with so-called low-cost companies may be purchased with 'Speedy boarding' or similar.

If there is a defined risk or need, meaning that a flexible or open rate is advisable, this condition must be expressly included in the authorisation request.

AZKOYEN GROUP will not assume any extra on-board expenses during air travel, such as meals or products from the on-board store, except in exceptional cases and for reasons of times/work and which represent normal living expenses (breakfast, lunch or dinner) in accordance with the agreed limits and criteria.

All tickets will be paid using the **corporate travel card, which is unique to each company**, so as to be covered by the insurance provided with these cards.

Tickets with a route segment that has not been used (i.e. open tickets, air shuttle) should not be thrown away or included as proof in the expense settlement. Instead, a photocopy of it must be included explaining the circumstance of its non-use.

### 4.1.3. Train tickets

Travel by train is permitted for journeys of up to 3 hours which cannot be done by company car or when the train is a cheaper and a better alternative than air travel in terms of duration.

All AZKOYEN GROUP staff may travel in **Premium Class**.



AZKOYEN GROUP **will not assume any expense derived from the train bar car**, except in exceptional cases and for reasons of times/work and which represent normal living expenses (breakfast, lunch or dinner) in accordance with the agreed limits and criteria.

All tickets **will be paid by means of the corporate travel card** so as to be covered by the life insurance provided with these cards.

The expenses will be **justified** by providing the original ticket and the duly authorised Travel Request Document.

In the event that **the train arrives late**, the Travel Agency should be informed of the circumstance in order to lodge a claim for the ticket price.

#### **4.1.4. Rental car**

Rental cars may be used when there are no other alternatives on regular means of transport, or for emergency travel. Reservations should be made via the **Travel Agency**.

Rental cars should be **category "D" for members of the Management Committee and "C" for all other employees**.

All rental cars should be rented with full **insurance coverage**.

Where rental cars are used, only the cost of the rental and fuel may be claimed.

#### **4.1.5. Company vehicles**

Any employee with a company car should use this means of transportation as **a priority** for journeys of less than 250 km. Where, for professional reasons, more than one employee with a company vehicle has to travel to the same destination, every effort should be made to share a single vehicle.

The fuel payments should be made using **the company's** fuel card. As such, expenses for refuelling not using the fuel card cannot be claimed.

#### **4.1.6. Own vehicles**

Employees' private vehicles should only be used where there is no other option available or, when another option does exist, where it cannot be accessed or where its use is not advisable for reasons of economy or time.

A private vehicle should only be used with the prior authorisation of the corresponding Authorising Supervisor.

Travel will be reimbursed per kilometre in accordance with local rules (in Spain specifically, the rate of **€0.35/km** is applicable; for other countries, please consult the local HR department).



Employees who use their **private vehicle** will only be an entitlement to reimbursement for the kilometres travelled and justified. No vehicle repair and maintenance costs will be paid. Nor will the employee's travel from their home to their usual workplace be reimbursed.

Regarding expense justification, the specific Expenses Justification Document must be presented, indicating the point of origin, the point of arrival and the client or reason for travel.

The use of more than one private vehicle to go to the client should be avoided, provided that the schedules and the situation of those travelling permit.

#### **4.1.7. Taxis or similar (VTC)**

The use of taxis is only justified for journeys made within the city, either for the provision of services or to access transportation as part of travel. For long-distance travel, it may only be used when there are no cheaper alternatives for the Company, or for justified reasons of urgency to carry out the work. Arranged taxi services will be used where they exist in the area where the journey begins.

#### **4.1.8. Fines**

AZKOYEN GROUP will **in no case pay any fines** or penalties committed by an AZKOYEN GROUP staff member when travelling to perform work for the company. A lack of prudence when driving and the resulting penalties are the sole responsibility of the employee.

### **4.2. Accommodation**

#### **4.2.1 Rules of action**

Any person from AZKOYEN GROUP who needs to spend the night outside their usual domicile must make a request to the Travel Agency to book the service in accordance with the established Group Policy.

Priority will be given to hotels with which either AZKOYEN GROUP or the Travel Agency have **collaboration agreements**, provided that the hotel's location is suitable and does not involve higher costs or longer travel time.

In cases where there are no agreements in place, the cost of accommodation per night (with breakfast and VAT) should not, as a general rule, exceed the maximum amounts, as applicable, of €110/€140 or €120/€150 in the 5 exception countries: Germany, France, UK, Switzerland and USA. This is the maximum amount. The actual expense must comply with comfort and cost criteria in individual situations.



The Travel Agency is responsible for finding accommodation that meets the right quality and comfort standard and within the cost threshold. In situations where the Travel Agency cannot find accommodation that meets both conditions, it will notify the Manager in charge of Exceptions for a decision.

With regards to hotels, only expenses incurred for other necessary and reasonable services, specifically laundry items (on trips longer than a week) or internet access, exclusively to use email for the time necessary, will be reimbursed, provided that the traveller does not have a flat rate on their company mobile. This expense must be included in the invoice, together with the copy of the Travel Request Document of the accommodation where the expense was incurred.

### 4.3. Living expenses

Daily individual living expenses must not exceed €55 (not including breakfast) or €70 including breakfast (plus VAT in both amounts).

In any event, these amounts are the upper limits and are realized as expenses incurred as a result of travel. The actual expenditure must correspond to normal and reasonable consumption criteria, always taking into account the need/situation, the company's image and responsible use of the company's resources. Employees should select a 'set menu' option at normal prices for the location where they are (as long as this option is available, and no special conditions are discouraging it).

### 4.4. Catering / In-house meals

Prior authorisation is required for in-house meals. The spending limit per diner for in-house meals is 22 euros (+ VAT).

To justify these expenses, the Expenses Justification Document and the corresponding invoice/receipt must be sent along with a list of those who attended of the meeting and the reason for it, as well as its schedule and duration. This proof must be approved by the Head of the department in charge of the meeting.

### 4.5. Meals and Hospitality

All meals require prior approval by email from the corresponding Authorising Supervisor. Meals may not exceed the spending limits described below.

A **maximum limit** is set **per diner**, depending on the position of the person who arranges/pays for the meal. It is:

<b>POSITION</b>	<b>LIMIT (per diner)</b>
Azkoyen Group General Manager	> €75
Azkoyen Group Corporate Directors / Division Directors	Maximum of €75



Commercial Director	Maximum of €50
Commercial or Equivalent Managers	Maximum of €40

As in previous points, it should be borne in mind that these amounts are maximums. The actual expenditure must correspond to normal and reasonable consumption criteria, always taking into account the need/situation, the company's image and responsible use of the company's resources.

Employees are only authorised to offer meals to the people holding the positions in the table above. If an employee has multiple positions, the limit of the highest-ranking position they hold in the organisation's hierarchy will apply.

In the extraordinary event of unforeseen situations leading to higher expenses than those allocated as a result of guest behaviour or decisions, ex post authorisation will be required from the Manager in charge of Exceptions (signature on invoice) based on the limit reached and the actual expenditure.

The expenses should be justified in the Expenses Justification Document and the corresponding invoice. The justification must indicate the names of the guests and the reason for the hospitality, and insofar as possible the invoices must be in the name of the corresponding AZKOYEN GROUP company.

## 4.6. Criteria and process to make ticket changes and cancellations.

In the event of changes to service provision requiring cancellations and changes to dates or times, these must be notified to the Travel Agency and the Authorising Supervisor as soon as the employee becomes aware of these circumstances. The change/cancellation must be duly justified. The Travel Agency, which is in charge of making the changes or cancellations, will not implement them until they receive the approval of the Authorising Supervisor.

Changes to tickets due to unforeseen circumstances will be made as long as the change involves bringing the departure time forward or delaying it by more than two hours.

### 4.6.1. Procedure

- If the cancellation or change occurs two days before the service, it must be done through the Authorising Supervisor.
- If they consider the change or cancellation justified, and as long as the established time limits are met, they will send the approved request to the Travel Agency.
- If the cancellation or change occurs within less than two days of the service, it will be sent by email to the Travel Agency and the Authorising Supervisor. The latter will give authorisation ex post.



## 5. Expense settlement procedure

Under the premise of rationalising resources, AZKOYEN GROUP will pay its employees all usual, reasonable and duly justified expenses incurred in the provision of their services at any Company in the Group.

The **justification** of the expense will be made by providing the duly authorised Travel Request Document, invoices, as well as mail authorising hotel accommodation exceeding the price, when applicable.

All expenses settled by AZKOYEN GROUP are subject to audit to ensure adherence to the established Travel Policies.

### 5.1. Objective

To establish a homogeneous method to settle expenses incurred during journeys or travel.

The Authorising Supervisor is responsible for verifying the correct application of this type of expenses, by fully reviewing each justification and all the supporting documents

### 5.2. Procedure

Expenses derived from meetings or courses will be charged to the department organising the event.

Travel expenses such as airline or train tickets, car rentals and any service paid for with a corporate travel card:

- The original tickets used or, failing that, a copy of the Travel Agency booking document, whatever the means of transport, should be attached to the Expenses Justification Document as proof of having made the trip. In the event that the tickets are not used for any reason, they should be returned, or a notification made attaching a copy of the unused reservation.

With regard to living expenses, taxis, hospitality costs, catering, etc.:

- One Expenses Justification Document will be used per approver. The person travelling will be responsible for identifying each of their Authorising Supervisors.
- The Expenses Justification Document should be completed, printed and sent with the supporting documents attached, to the Authorising Supervisor specifying the information required for each item in Annex 7.2 of this document.
- These expenses will be validated according to AZKOYEN GROUP spending rules and according to the established limits set out in this document. The Authorising Supervisor, based on the employee's position, will be in charge of validation.
- If there are any exceptions, it will be sent to the Manager in charge of Exceptions for authorisation. If there are no exceptions, it will be sent directly to the Accounts Department.



- After the Accounts Department has checked the authorisations, the expense will be reimbursed by bank transfer. This amount will be the total sum of the invoices/receipts or, if the corresponding maximum (hospitality, in-house meals, etc.) has been exceeded, the maximum amount under AZKOYEN GROUP Policy
- The Accounts Department will settle the net amount by bank transfer after subtracting the advances that the person may have been granted.

In cases where an Expense Justification Document is required, it is important to provide a good description of the nature of the expense for its classification and approval. The dates of the expenses, their purpose (food, taxi, etc.) and their reason (place of the trip and reason, name of the fair or event, etc.) must be indicated.

Expenses for meals, trips, etc. will not be reimbursed where general provision is already made for all attendees. The expense will not be reimbursed to the employee if they eat separately at events where food has been organised and paid for all attendees, except with prior notice and just cause (i.e. combining the trip with a business visit) and authorised by the Manager in charge of Exceptions.

With regard to high expenses in restaurants, hospitality, etc. you can ask the establishment to bill AZKOYEN GROUP for payment by bank transfer.

### 5.3. Method of payment

Payments of airline or train tickets, as well as payments of accommodation and car rental, all processed by the Corporate Travel Agency, should be made using a corporate travel card, unique to each company. In exceptional cases where these payments are not processed by the Corporate Travel Agency, they should be paid either using the employee's corporate visa card, if they have one, or out of their own pocket, to be reimbursed once the employee submits an expense report as per the settlement procedure for travel and representation expenses.

A corporate VISA card is available to any employee with Group management functions and to department managers. Likewise, a corporate VISA card will be issued at the request of any Authorising Supervisor holding a director position or higher, to employees who have to travel at least bi-monthly as part of their job.

All the expenses incurred by the employee will be reimbursed by bank transfer to the employee after verification of the supporting documents and minus advances, in accordance with the company's travel policy.

### 5.4. Management of advances

Advances will be granted to the staff, in Euros (only to employees who do not hold a corporate VISA card), Pounds and Dollars:

- Advances must be requested using the Authorisation Document for travel and advances.





- Advances may be requested in cases exceeding two days of travel, with a maximum of €50 per day of travel, and for a total amount of not less than €100 and not more than €500.
- The Accounts department manages advances. Advances will be paid by bank transfer or cash if available and will be discounted from the settlements of subsequent expenses. The Accounts department will report the exchange rates applicable to advances granted in Pounds or Dollars.
- Advances may not be outstanding for more than three months. If the amounts in question have not been settled after this time, the HR Department will be instructed to deduct the amounts from salary payments. The Accounts department is responsible for notifying HR to carry out this procedure.

## 5.5. Expense settlement period

The date of the ticket, per diem, receipt or invoice must be within the month prior to the payment settlement date. Exceptions will only be accepted if the Authorising Supervisor gives their consent.

A maximum of two expense settlements should be made per month, and the money will be returned to the employee on the set day of the following week.

In the case of employees with a corporate VISA card, expenses paid using it should be justified and approved within 15 days after the employee receives the corresponding expense settlement sent to them by the Accounts Department. Any expenses not justified after 2 months from the date they are settled by VISA will be deducted from the cardholder's salary.

## 5.6. Currency in which the expense is settled

The currency used in the documents will be the country's own currency. The employee is responsible for including in the Expenses Justification Document the equivalent of the invoice or ticket amount if it is in another currency, as well as the exchange rate applicable on the date the expense settlement is submitted.

## 6. Recommendations

Expenses of a personal nature are not reimbursable. Azkoyen employees are responsible for ensuring they incur only essential expenses, avoiding all superfluous costs.

The Group encourages all staff to contain spending insofar as possible.

## 7. Exceptions

Any exception to this Policy must be approved by the department Director, the Director of Human Resources and the Director of the Group's Finance Department.

This is a general Policy and valid for all the Azkoyen Group sites and centres and all Group companies.



## 8. Information of interest

### 8.1. European regulation on air passenger rights

On 17 February 2005, the European Commission regulation on air passenger rights across the European Union came into force. This legislation provides compensation in the event passengers are denied boarding, flights are cancelled or delayed (by more than two hours). In addition to representing an improvement over the previous regulations, low-cost airlines and tour operators were also included.

- What are the implications of this regulation?

In the event of an incident, travellers should make a claim directly to the airline.

- Steps to follow:

If your flight departs from an EU country, file the claim in that country.

If you are travelling from outside the EU on a flight operated by an EU company, file the claim in the EU country where the flight lands.

To obtain the name and address of the competent authority or to inquire about organisations that can advise or assist you with other claims (e.g. luggage, bodily injury or death and *package* journeys), call the *Europe Direct freephone* number 0080067891011 or send an email to the following address: [mail@europe-direct.cec.eu.int](mailto:mail@europe-direct.cec.eu.int).

You can also report the processing of your claim to the European Commission, B-1049 Brussels, fax (32-2) 2991015, e-mail: [tren-aprights@cec.eu.int](mailto:tren-aprights@cec.eu.int).

- Cases in which you can file a claim:

Denied boarding and flight cancellation

Long delays

Baggage

Bodily injury or death in the event of an accident



## ANNEX I

### ***Behaviours constitutive and/or associated with a risk of corruption***

#### **1. Bribery (illegal under article 424 of the Spanish Criminal Code)**

*1. An individual who offers or delivers a gift or remuneration of any kind to an authority, public official or person in the public service to perform an act contrary to the duties inherent to their position or an act within the scope of their office, or in order to have them not carry out or to delay a duty or act they should perform, or in consideration of their office or function, will be punished respectively, with the same prison sentences and fined as the corrupted authority, official or person.*

*2. When an individual delivers a gift or remuneration in response to a request of an authority, public official or person in the public service, they will be punished with the same prison sentences and fined as the corrupted authority, public official or person.*

*3. If the action achieved or intended by the authority or official is related to a contracting procedure, grants or auctions held by the Government or Government Bodies, the individual and, where appropriate, the company, association or organisation that they represent, will be punished by disqualification from obtaining grants and public aid, contracting with public sector entities, agencies or bodies, and shall be barred from enjoying tax or Social Security incentives for a period of five to ten years.*

#### **2. Influence peddling (illegal under article 429 and 430 of the Spanish Criminal Code)**

##### **Article 429**

*Any individual who influences a public official or authority by taking advantage of any situation arising from their personal relationship with them or with another public official or authority, to achieve an outcome that may directly or indirectly generate an economic benefit for themselves or a third party, will be punished with a prison sentence of six months to two years, a fine of twice the benefit sought or obtained, and a ban on contracting with the public sector, as well as being barred from obtaining public grants or aid and from enjoying tax and Social Security incentives for a period of six to ten years. If the desired benefit is obtained, the upper range of these penalties will be applied.*

##### **Article 430**

*Those who, offering to carry out the behaviours described in the two previous articles, request gifts, presents or any other remuneration from third parties, or accept an offer or promise, will be punished with imprisonment for six months to one year. If the crime is committed by a public official or authority, the penalty of special disqualification from holding public office or employment and from exercising the right to passive suffrage for a period of one to four years will also be imposed.*



*When, in accordance with the provisions of article 31 bis, a legal person is responsible for the crimes included in this Chapter, a fine of six months to two years will be imposed.*

*Considering the rules established in article 66 bis, judges and the Courts may also impose the penalties set out in letters b) to g) of section 7 of article 33.*

### **3. Corruption of public officials and authorities in the face of international economic activities (illegal under article 286 of the Spanish Criminal Code)**

*1. Those who, through the offer, promise or concession of any undue benefit, advantage, pecuniary or of any other kind, corrupt or attempt to corrupt, by themselves or via an intermediary, an authority or public official for the benefit of themselves or of a third party, or respond to their requests in this regard, in order for them to act or refrain from acting in relation to the exercise of public functions, to obtain or keep a contract, business or any other competitive advantage in the conduct of international economic activities, will be punished, unless already subject to a more severe penalty under another provision of this Code, with a term of imprisonment of three to six years, a fine of twelve to twenty-four months, unless the benefit obtained was greater than the resulting amount, in which case the fine will be in the amount of three times said benefit.*

*In addition to the aforementioned penalties, in any case, the person responsible will be subject to a bar from contracting with the public sector, as well as the loss of the possibility of obtaining public grants or aid and the right to enjoy Tax and Social Security benefits and incentives, and a bar on involvement in commercial transactions of public importance for a period of seven to twelve years.*

*2. For the purposes of this article, a public official shall be understood within the definition set out in articles 24 and 427.*

### **4. Corruption in business (illegal under article 286 bis of the Spanish Criminal Code)**

*1. A director, executive, employee or collaborator of a mercantile or other company who, by themselves or via an intermediary, receives, requests or accepts an unjustified benefit or advantage of any nature, or an offer or promise to obtain it, for themselves or for a third party, in return for improperly favouring another in the acquisition or sale of merchandise, or in the contracting of services or in commercial relationships, will be punished with a prison sentence of six months to four years, special disqualification from exercising in industry or commerce for a period of one to six years, and a fine equal to three times the value of the benefit or advantage.*

*2. The same penalties shall apply to anyone who, by themselves or via an intermediary, promises, offers or grants to directors, executives, employees or collaborators of a mercantile company, an unjustified benefit or advantage, of any nature, for themselves or for third parties, in return for improperly favouring them or a third party over others in the acquisition or sale of goods, contracting services or in business relationships.*

*3. In light of the amount of the benefit or the value of the advantage, and the importance of the guilty party's functions, judges and the Courts may impose the lesser penalty and reduce the fine at their discretion.*

*4. The provisions of this article are applicable, in their respective cases, to managers, executives, employees or collaborators of a sports entity, whatever its legal form, as well as to athletes, referees or judges, with regard to those behaviours whose purpose is to predetermine or deliberately and fraudulently alter the result of a contest, meeting or sports competition of particular economic or sports relevance.*

*For these purposes, a sports competition of particular economic relevance shall be deemed to be one in which most of the participants receive any form of remuneration, compensation or economic income for their participation in the activity; and a sports competition of special sporting relevance is any event included in the annual sporting calendar approved by the corresponding sporting federation as an official competition of the highest category of the discipline, speciality or field in question.*



*5. The provisions of article 297 are applicable for the purposes of this article.*

Likewise, understanding that there are criminal risks closely linked to corruption, such as money laundering, fraud, breach and falsification of accounting obligations, tax fraud, among others, these behaviours must be taken into account as an object of the Anti-Corruption System.

Thus, the controls established in the Azkoyen Compliance Manual and associated with the following crimes should be considered:

## **5. Illegal financing of political parties (illegal under article 304 bis of the Spanish Criminal Code)**

*1. A person who receives donations or contributions destined for a political party, federation, coalition or group of voters in violation of the provisions of article 5. One of Spanish Organic Law 8/2007, of 4 July, on financing of political parties, will be punished with a fine of between three and five times the value of the donations or contributions.*

*2. The above facts will be punished with a prison sentence of six months to four years and a fine of three to times five times the value of the donations or contributions, or the excess when:*

*a) In the case of donations covered by article 5. One, letters a) or c) of Spanish Organic Law 8/2007, of 4 July, on financing of political parties, in an amount greater than 500,000 euros, or exceeding the figure of the limit set in letter b) of that provision, when that is the provision breached.*

*b) In the case of donations covered by article 7. Two of Spanish Organic Law 8/2007, of 4 July, on financing of political parties, exceeding the amount of 100,000 euros.*

*3. If the facts referred to in the previous section were particularly serious, the upper range of the penalty will be applied, up to the the maximum in grade 4. The same penalties will be imposed, in their respective cases, on those who give donations or contributions destined for a political party, federation, coalition or group of voters, by themselves or via an intermediary, in any of the circumstances set out in the preceding paragraphs.*

*5. The same penalties will be imposed when, in accordance with the provisions of article 31 bis of this Code, a legal person is responsible for the facts. Considering the rules established in article 66 bis, judges and the Courts may also impose the penalties set out in letters b) to g) of section 7 of article 33.*

## **6. Money laundering (illegal under article 301 of the Spanish Criminal Code)**

*1. Any person who acquires, owns, uses, converts, or transmits property, knowing that it originates from a criminal activity, committed by them or by any third party, or performs any other act to conceal or cover up its illicit origin, or to help the person who participated in the offence or offences to avoid the legal consequences of their acts, will be punished with a prison sentence of six months to six years and a fine of three times the value of the property. In these cases, judges or the Courts, taking into account the seriousness of the act and the personal circumstances of the offender, may also impose on them the penalty of special disqualification from exercising their profession or industry for a period of one to three years, and hand down an order for temporary or definitive closure of the establishment or premises. If the closure is temporary, its duration may not exceed five years.*



*The penalty will be imposed in its upper range if the goods have their origin in any of the crimes related to the trafficking of toxic or narcotic drugs or psychotropic substances described in articles 368 to 372 of this Code. In these cases, the provisions contained in article 374 of this Code will apply.*

*The penalty will also be imposed in its upper range when the assets have their origin in any of the crimes included in Chapters V, VI, VII, VIII, IX and X of Part XIX or in any of the crimes of Chapter I of Part XVI .*

*2. Concealing the true nature, origin, location, destination, movement or rights to goods or their ownership, as the case may be, despite knowing that they come from one of the crimes set out in the previous section or an act of participation in them, will be punished with the same penalties.*

*3. If the criminal acts are the result of serious recklessness, the penalty will be imprisonment for six months to two years and a fine of three times as much.*

*4. The guilty party will also be punished even if the crime from which the goods came, or the acts punishable under the previous sections, were fully or partially committed abroad.*

*5. If the guilty party obtained profits, they will be confiscated according to the rules of article 127 of this Code.*

## **7. Tax Fraud (illegal under article 305 of the Spanish Criminal Code)**

*1. Anyone who, by action or omission, defrauds the national, autonomous, provincial or local Public Accounts, by avoiding the payment of taxes, amounts withheld or that should have been withheld, or income on account, improperly obtaining returns or enjoying tax benefits in the same way, as long as the amounts defrauded, the unpaid amount of the withholdings or payments on account or of the returns or tax benefits improperly obtained or enjoyed exceed one hundred and twenty thousand euros, will be punished with a prison sentence of one to five years and a fine of up to six times the aforementioned amount, unless their tax situation has been regularised in the terms of section 4 of this article. [...]*

*The mere presentation of statements or self-assessments does not exclude fraud, when it is proven by other facts.*

*In addition to the aforementioned penalties, the person responsible shall be liable to lose the possibility of obtaining public grants or aid and the right to enjoy the benefits or tax or Social Security incentives during a period of three to six years. [...]*

## **8. Fraud against Social Security (illegal under article 307 of the Spanish Criminal Code)**

*1. Anyone who, by act or omission, defrauds the Social Security by evading the payment of its fees and concepts of joint collection, improperly obtaining returns from the same or enjoying deductions for any reason in an improper manner, provided that the amount of the defrauded contributions or of the undue returns or deductions exceeds fifty thousand euros, will be punished with a prison sentence of one to five years and a fine of up to six times the aforementioned amount, unless their Social Security situation has been regularised in the terms of section 3 of this article.*

*The mere presentation of the contribution documents does not exclude fraud, when it is proven by other facts.*

*In addition to the aforementioned penalties, the person responsible shall be liable to lose the possibility of obtaining public grants or aid and the right to enjoy the benefits or tax or Social Security incentives during a period of three to six years.*

## **9. Fraud of grants and fraud against the European Union budget (illegal under articles 306 and 308 of the Spanish Criminal Code, respectively)**

**Article 306**



*Anyone who, by action or omission, defrauds the European Union budget or others budgets administered by it, in an amount exceeding fifty thousand euros, avoiding, outside the cases contemplated in section 3 of article 305, the payment of amounts due, using the funds granted for purposes other than those for which they were intended, or improperly obtaining funds by falsifying the conditions required for their grant or hiding conditions that would have prevented the award in the first place, will be punished with a prison sentence of one to five years and a fine of up to six times the aforementioned amount and the loss of the possibility of obtaining grants or public aid and the right to enjoy the benefits or tax or Social Security incentives during a period of three to six years.*

*If the amount defrauded or improperly used does not exceed fifty thousand euros, but exceeds four thousand, a prison sentence of three months to one year or a fine of up to triple said amount and the loss of the possibility of obtaining grants or public aid and the right to enjoy tax or Social Security incentives during a period of six months to two years.*

**Article 308**

*1. Anyone who obtains grants or aid from Government Bodies, including the European Union, in an amount or for a value greater than one hundred thousand euros, by falsifying the conditions required for the grant's concession or hiding conditions that would have prevented it from being awarded in the first place, will be punished with the penalty of imprisonment of one to five years and a fine of up to six times the amount, unless the reimbursement referred to in section 6 is carried out [...]*

**10. Non-compliance with or falsification of accounting obligations (illegal under article 310 of the Spanish Criminal Code)**

*Punishable with a prison sentence of five to seven months in cases where tax law requires that commercial accounting, books or tax records be kept:*

*a) Absolutely fails to comply with said obligation under the direct estimation of tax bases.*

*b) Keeps different accounts that, referring to the same activity and financial year, hide or simulate the true situation of the company.*

*c) Does not keep the mandatory records of business, acts, operations or, in general, economic transactions, or records these activities using inaccurate figures.*

*d) Makes fictitious accounting entries in the mandatory books.*

*The consideration as a crime of the factual assumptions referred to in paragraphs c) and d) above, is subject to the tax returns have been omitted or that the ones presented are a reflection of their false accounting and that the amount, higher or lower, of the charges or credits omitted or falsified exceed, without arithmetic compensation between them, 240,000 euros for each financial year.*

**11. Scam (illegal under article 248 of the Spanish Criminal Code)**

*1. Scam is committed by those who, for profit, use deception to produce error in another, inducing them to carry out an act of disposition to their own or others' detriment.*

*2. Also considered culprits of scam:*

*a) Those who, for profit and using some computer manipulation or similar device, achieve a non-consensual transfer of any patrimonial asset to the detriment of another.*

*b) Those who manufacture, introduce, possess or provide computer programs specifically intended for the commission of the scams provided for in this article.*



*c) Those who, using credit or debit cards, or travellers checks, or the data on any of them, carry out operations of any kind to the detriment of its holder or a third party.*

**12. Alteration of prices in public tenders and auctions (illegal under article 262 of the Spanish Criminal Code)**

*1. Those who request gifts or promises not to take part in a public contest or auction; those who try to remove the bidders from it by means of threats, gifts, promises or any other device; Those who agree with each other in order to alter the auction price, or those who fraudulently break or abandon the auction having obtained the award, will be punished with a prison sentence of one to three years and a fine of 12 to 24 months, as well as special disqualification to bid in judicial auctions between three and five years. If it is a tender or auction called by the Administrations or public entities, the agent and the person or company represented by them will also be subject to the penalty of special disqualification, which in any case will include the right to contract with the public Administrations for a period of three to five years.*

*2. The judge or Courts may impose some of the consequences provided for in article 129 if the culprit belongs to any company, organisation or association, even of a temporary nature, that is dedicated to carrying out such activities.*