

# **Compliance and Criminal Risk Prevention Model**

## **ANTI-CORRUPTION POLICY**

**INVERTUR HELSAN, S.L.U.**

- **Version control**

Version	Date	Author	Changes
1.0	1 <sup>st</sup> July 2022	Compliance Officer	Initial version

- **Approvals**

Body	Entity	Date
Administrative Body (Sole Administrator, Mr. Eustasio López González)	INVERTUR HELSAN, S.L.U.	01 July 2022

- **Related documents**

Name	Latest version	Link/Annex
Compliance and Criminal Risk Prevention Manual (general part)	08th January 2020	
Compliance and Criminal Risk Prevention Manual (specific part)	08th January 2020	
Criminal Risk Prevention and Compliance Policy	01st July 2021	
Code of Ethics	08th January 2020	

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### **I. TOC**

## DEFINITIONS

- LOPESAN Group: a group of entities whose leading company is **INVERTUR HELSAN, S.L.U.**
- Compliance Officer: the body coordinating, monitoring, following up and supervising the Group's Compliance and Criminal Risk Prevention Model.
- Essential Principles on Corruption: a set of fundamental behavioural guidelines on corruption that must govern the actions of all members and professionals who make up the Group.
- Staff: members of the various companies that make up the Group, its partners and shareholders, its employees, executives and members of the respective management bodies, regardless of their geographical location or functional or hierarchical position.
- Third party: natural or legal person outside the Group, including, but not limited to, suppliers, agents, intermediaries, business partners, customers, authorities, officials, etc.
- Official/Authority: a person who holds a public office or is involved in the performance of public duties, including any person who provides professional services, whether paid or unpaid, for or on behalf of a government department or public administration, whether national, state, provincial or local, body, agency or other public body (including companies controlled or owned by public administrations) or any public international organisation/body. The term also includes political parties, related foundations, party members and candidates for public office.
- Bribery: any gift, present, advantage, favour, gratuity or payment of money or remuneration, as well as the free provision or unlawful donation, patronage or sponsorship, given to influence the recipient or because of the recipient's public position.
- Facilitation payments: small payments to enable an official/authority to carry out a routine procedure related to their functions, such as administrative formalities or the granting of permits or licences, among others.
- Corruption in business: an unlawful act by which an officer, director, employee or collaborator of a commercial entity, company, association, foundation or organisation, by himself or through an intermediary, receives, requests, or accepts an unjustified benefit or advantage of any nature, for himself or a third party, as consideration for unduly favouring another natural and/or legal person in the acquisition or sale of goods, or in the contracting of services or commercial relations.

Similarly, the act by which a person, by himself or through an intermediary, promises, offers or grants to a director, administrator, employee or collaborator of a commercial entity, company, association, foundation or organisation an unjustified

benefit or advantage, of any nature, for them or a third party, as consideration for unduly favouring him or a third party over others in the acquisition or sale of goods, contracting of services or in commercial/professional relations.

- Public corruption: act by which a private individual (natural person or legal entity) offers, promises or gives a payment, gift or consideration of any kind to an official/authority so that he/she performs an act contrary to the duties inherent to his/her position, an act proper to his/her position or so that he/she does not perform or delays an act which he/she should perform, or in consideration of his/her position or function. Similarly, an act by which an official/authority requests, accepts or receives any payment, gift or remuneration from a private individual (natural person or legal person), directly or indirectly, for the same purposes mentioned above. In this sense, it can be national or international.

## I. PURPOSE

LOPESAN Group, whose leading company is INVERTUR HELSAN, S.L.U. (hereinafter and indistinctly, "**LOPESAN**" or the "**Grupo**"), has an approved Code of Ethics that establishes the obligation to respect current legislation and responsibilities and expressly prohibits corruption, bribery or extortion of a public or private nature, or any similar act related thereto.

LOPESAN promotes this Anti-Corruption Policy (hereinafter, the "**Policy**") as a further manifestation of its culture of compliance, promoted by both the Board of Directors and the Group's Senior Management. Thus, this Policy should be understood as a fundamental rule that demonstrates the Group's *zero tolerance* towards corrupt practices and aims to establish and make known the Essential Principles, as well as a series of guidelines for specific situations to avoid any risk of corruption in the development of LOPESAN's professional activity.

## II. SCOPE

This Policy applies to **LOPESAN**, including all companies that make up the Group, its directors, officers, managers and all employees (hereinafter referred to as the "**Staff**"). Staff should be aware of, comply with and enforce this Policy within the scope of their duties.

In addition, the Group will promote that third parties linked to LOPESAN are governed by the essential principles contained in this Policy. In this regard, the model set out in *Annex I* of the "**ethics, compliance and anti-corruption clause**" (or an adaptation of the same without variation of the actual content) must be included in the contracts and/or agreements signed with third parties unless the non-use of the clause as mentioned above is justified

given the circumstances of the specific case, and the Compliance Officer so authorises — expressly and in writing.

### III. KEY PRINCIPLES ON CORRUPTION

The Essential Principles on which this Policy is based and which, therefore, all LOPESAN Staff must comply with, without exception, are the following:

- (1) No member of Staff may offer, promise, consent, or agree to give any financial benefit not permitted by this Policy, under any pretext or circumstance and by any means, to any official/authority or person involved in the exercise of public functions (whether at national or international level), or to any officer, director, employee or collaborator of a commercial enterprise or a company, association, foundation or organisation.

Nor may LOPESAN Staff receive, solicit or accept any benefit or advantage not permitted by this Policy.

- (2) Goods or services must not be paid for in cash, except in the cases expressly provided for in the provisions of this Policy and in cases of force majeure, and always under legal limitations. Thus, payment of any consideration should be made by wire transfer, avoiding as far as possible payments into offshore accounts and, where unavoidable, applying enhanced due diligence criteria in the supplier selection process, as well as in the legality of the payments to be made and the knowledge of the ultimate beneficiary of such accounts.
- (3) LOPESAN Staff must prevent the Group's money or property, or the entering into acts and contracts, from being used for illegal and/or criminal purposes, ensuring that all business is conducted transparently.
- (4) All processes relating to performance and consideration should be documented in writing to ensure the traceability of all transactions.
- (5) Staff should always be alert to any situation that appears to them to be suspicious or unusual, through which the commission of a crime or corrupt practice could be presented or facilitated. In that case, they should report it immediately through the Whistleblower Channel ([canaldenuncias@lopesan.com](mailto:canaldenuncias@lopesan.com)).
- (6) LOPESAN Staff, regardless of their category, who have, or believe they have, a conflict of interest in their relationship with officials or authorities —national or foreign— or with business partners of the Group (suppliers, intermediaries, customers, etc.), are obliged to report it to their hierarchical superior.

#### **IV. INVITATIONS, DONATIONS, GIFTS AND PAYMENTS**

LOPESAN's Code of Ethics expressly prohibits any behaviour that, directly or indirectly, seeks to influence the will of persons outside LOPESAN, whether natural or legal, private or public, to obtain any irregular benefit unlawfully.

Given the above, the activities of LOPESAN Staff shall be governed under the following:

- (1)** By way of illustration, but not limitation, the following actions are prohibited:
  - Offering, paying or accepting bribes, gratuities, or any other similar payments to a person, organisation or official to secure illicit advantages.
  - Making payments, transfers or offers of funds that (i) do not comply with the Group's policies and/or applicable regulations, (ii) are not approved, (iii) are not duly justified, and (iv) are not clearly and accurately recorded in the accounting records.
  - Making or offering or accepting any invitation, gift or attention which, by its frequency, characteristics or circumstances, could be interpreted by an objective observer as being made to affect the impartial judgement of the recipient.
  - Making or offering, or accepting any invitation, gift or payment, the ultimate purpose of which is to give or obtain favourable treatment to or from customers, suppliers, public administrations or any third party.
- (2)** Staff must report to their line manager and the Compliance Officer any incidents of possible requests for illicit payments or similar, or any knowledge they may have of similar transactions.
- (3)** The above limitations and prohibitions shall not apply to gifts of symbolic value previously approved by the Compliance Officer or the persons delegated by him/her, provided that they are not intended to influence the person receiving them.

Among these, and by way of example:

- Low-value promotional merchandise.
- Gifts, of small value, of a promotional nature, such as calendars, key rings, pens, etc.; small gifts for anniversaries and holidays, occasional meals, invitations to musical, sporting or theatrical events, hospitality (travel, hotels, etc.) of small value, awards for recognition of services of welfare, civic, charitable or educational nature, etc.
- Ordinary invitations that do not exceed the limits considered reasonable in social customs and practices.

- Occasional gifts for specific and exceptional reasons (such as Christmas or commemorative gifts), provided they are not in cash and are within reasonable and modest limits.
- (4)** Gifts that any member of LOPESAN Staff intends to give must be authorised in writing in advance by a competent superior or by the Compliance Officer, and their value may not exceed one hundred (100) Euros per gift.
- (5)** Gifts received by a member of LOPESAN Staff must be reported in writing to their hierarchical superior and, if applicable, to the Compliance Officer. Their value may not exceed one hundred (100) Euros/per gift.
- (6)** If due to the circumstances in which they are received, it is obligatory, or unavoidable, to accept gifts that exceed this value, they must (i) always acknowledge receipt of them on behalf of LOPESAN, (ii) hand them over to the Compliance Officer who (iii) will put them to an appropriate use (raffle among Staff, a gift to a charitable institution, etc.), a use that will generally exclude use by the person who initially received them.
- (7)** Giving any gift, donation, invitation or payment not due to officials/authorities, including those defined as facilitation payments, is expressly prohibited.
- (8)** In the case of donations, they must be approved by the Administrative Body of the donor company after written verification of (i) the purpose pursued, (ii) certification of compliance with LOPESAN's internal guidelines, (iii) that no public official/authority or agency/body, trade union or political party or related foundation is linked to such donation, and (iv) that it is not conditioned to the receipt of business opportunities or other benefits, and no negotiations of any kind may be carried out during the donation.

It must be ensured that the organisation to which the donation is destined is not involved in any form of corruption or other criminal or fraudulent behaviour. The work of the institution receiving the donation should be identified, as well as the purpose and use of the donated resources, and evidence of this should be kept.

Consideration should be given to the frequency of donations (not repeated or excessive donations in any period) and the applicable legislation when making any donation.

- (9)** Proof of all invitations, donations, gifts and payments should be kept for the specified period (10 years), especially in the case of actions that, even circumstantially or indirectly, may give rise to allegations or conflicts of corruption. All transactions should be documented and archived.



- (10)** Regardless of specific monetary limits, it is essential to ensure that a system is in place to control, track, monitor and audit spending on gifts, meals, entertainment and travel.
- (11)** LOPESAN has segregation of duties in its power structure for approving and authorising receipts and payments, with the following basic principles to be followed:
- All business transactions involving receipts and payments must be recorded faithfully, in an orderly and timely manner in the accounts, or the records provided for.
  - Official accounting standards shall be complied with at all times and without exception while maintaining the confidentiality of such records.
  - False, inaccurate or incomplete entries are prohibited.

## **V. EXPENSES, TRAVELS AND JOURNEYS**

LOPESAN's Code of Ethics includes as a fundamental principle the transparency of information, and we must be honest in the communication of information, especially concerning accounting matters.

Therefore, the conduct of LOPESAN Staff on the occasion of expenses, travel and journeys must be governed by the following principles:

- (1)** Meals, travel and journey expenses shall be reported to the Administration and Finance Department, and shall comply with the following requirements:
- Only expenses directly related to LOPESAN's business activity will be covered: promotion, demonstration or explanation of products or services, or the signing or execution a contract.
  - Expenses may not be paid to relatives, friends or other accompanying persons of Staff members, public officials, authorities or any other third party.
  - Only expenses (i) whose amount, date of allocation and concept have been entered in LOPESAN's internal system, (ii) are accompanied by the corresponding receipt and (iii) are directly related to your business activity will be reimbursed.
  - Travel expenses must be properly recorded in LOPESAN's books and records in sufficient detail and in a manner that accurately reflects their true nature and amount.
  - Meal expenses must be reasonable and adequately recorded.

- Payments to cover expenses should, if possible, be made directly to suppliers (e.g. hotels, airlines and car rental companies).
  - You must ensure that payment is permitted under local law.
- (2) Reimbursable expenses (national and international subsistence allowances, both half board and full board) may be subject to limits set by LOPESAN.
- (3) The following principles shall govern the use of corporate credit cards:
- Except on specific and exceptional occasions already foreseen internally, the corporate credit card should not be used for cash withdrawals.
  - The card is nominative, so the employee's account will be debited promptly, and the employee is liable for the card.

## VI. RED FLAG ALERT SITUATIONS

In certain circumstances, the Group may be affected by corrupt practices by third parties. LOPESAN wishes to avoid any direct or indirect risk when establishing a commercial/professional relationship with a third party who commits or intends to commit any unlawful act.

Accordingly, Staff should pay particular attention to the Essential Principles contained in this Policy and other directives and guidelines for action.

In addition, the concurrence of any of the following circumstances, by way of illustration but not limitation, and following LOPESAN's internal regulations, should be considered as indications or suspected acts of possible corruption:

- If a Third Party refuses to include in any contracts or agreements of any nature the "**ethics, compliance and anti-corruption clause**" included as *Annex I* to this Policy.
- If a Third Party requires payment for a good and/or service, of whatever nature, in cash, following this Policy.
- If a Third Party requires payment to be made to an account located in a tax haven or through dormant companies.
- If a Third Party requests that an invoice or documentation be issued that does not correspond to reality.
- If a Third Party, public official or authority recommends that LOPESAN proceed with hiring specific persons or companies.
- If a Third Party solicits unusual or unusually large donations for any entity or person on behalf of LOPESAN.
- Unusual or disproportionate fees concerning the service provided.

- Unjustified requests for an increase in the amount to continue the service when this had already been previously agreed upon.
- The service provider has insufficient material and human resources to carry out the agreed activities.
- Unexplained or insufficiently justified travel and/or representation expenses.
- Public information reveals a high level of corruption at the place of business.
- Any family relationship that may exist between a Third Party and public authorities or officials.

The mere concurrence of any of the abovementioned circumstances does not prevent the commercial and/or professional relationship with the third party. However, signing the contract and/or agreement shall require the express authorisation of the Compliance Officer. It is the Staff's responsibility to alert these bodies to possible indications or suspicions of practices potentially linked to corruption.

## **VII. COMPLAINTS CHANNEL**

Staff should use the LOPESAN Whistleblowing Channel ([canaldenuncias@lopesan.com](mailto:canaldenuncias@lopesan.com)) to report any breaches of this Policy. Complaints regarding non-compliance with this Policy will be handled following the provisions of the Complaints Channel Regulations and, in particular, and in all cases, with the requirements of data protection regulations. Furthermore, LOPESAN may not, under any circumstances, retaliate against bona fide whistleblowers and will always guarantee the confidentiality of their identity.

## **VIII. DISSEMINATION, UPDATING, MONITORING AND NON-COMPLIANCE AND APPROVAL**

This Policy forms part of the internal regulations of the LOPESAN Group and must be observed by all persons who form part of it in the exercise of their professional activity on an ongoing basis:

- Dissemination: the Policy will be disseminated to Group Staff so that they are aware of its contents in a manner to be determined by the Compliance Officer. In any case, the Policy shall also be published on the corporate intranet and website for appropriate communication both to the Group's internal staff and to third parties with whom LOPESAN has dealings.
- Updates: the Compliance Officer will review the Policy periodically and propose any necessary updates to the Governing Body, which will be the body responsible for approving subsequent updates.

- Follow-up and non-compliance: when the Compliance Officer determines that any member of Staff has carried out activities contrary to the stipulations of this Policy, thereby failing to comply with the provisions of the same, the relevant disciplinary measures will be applied, in accordance with the circumstances of the case and the regulations in force.
  
- Approval: this Policy was approved at the meeting of the Board of Directors of INVERTUR HELSAN, S.L.U. held on 1<sup>st</sup> July 2022.

## ANNEX I

### ETHICS, COMPLIANCE and ANTI-CORRUPTION CLAUSE

- i. [\*\*\*] and any of the companies or persons that control it, as well as its subsidiaries, partners, managers, directors, employees and agents (hereinafter, the "**SUPPLIER**") related in any way to the purpose of this Contract, undertake to comply with the regulations in force, especially and without limitation, in matters of anti-corruption, anti-money laundering and combatting the financing of terrorism, international sanctions, environment, prevention of occupational risks, protection of personal data and confidentiality.
  
- ii. The SUPPLIER declares that it is aware that LOPESAN has adopted a Compliance and Criminal Risk Prevention Model (hereinafter also the "**Model**"), which provides for ethical and compliance measures for the prevention, detection and management of compliance risks, especially of a criminal nature, under the criminal liability regime for legal persons regulated in article 31 bis of the Spanish Criminal Code and the best practices in the field of regulatory compliance.

This Model includes, *inter alia*, the following standards: Code of Ethics, Compliance and Criminal Risk Prevention Policy, Anti-Corruption Policy and Whistleblower Channel Regulations (hereinafter, "**Compliance Regulations**"), available at [www.lopesan.com](http://www.lopesan.com), the provisions of which are mandatory for LOPESAN. In this sense, it is essential that the third parties with whom LOPESAN has any relationship and insofar as they participate or

intervene professionally with LOPESAN comply with the legislation in force and behave in a transparent, ethical and upright manner.

In this regard, the Parties acknowledge that the necessary and strict observance of the Compliance Rules is essential and unquestionable for maintaining any contractual relationship between them.

Accordingly, the SUPPLIER undertakes to:

- a) To provide the goods/services that are the purpose of this Contract following the applicable legal obligations, particularly those corresponding to ethics and compliance that derive from the LOPESAN Code of Ethics, available at [www.lopesan.com](http://www.lopesan.com). To this end, the SUPPLIER shall carry out the activities related to this Contract under the principles of the aforementioned Code of Ethics.
- b) Comply at all times during this Contract with all applicable anti-corruption laws, statutes, regulations and codes, including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the prohibitions on corruption under the Spanish Criminal Code, as well as the principles of conduct set out in LOPESAN's Anti-Corruption Policy.

Specifically, the SUPPLIER shall not offer, promise, deliver, request or receive, nor has it offered, promised, delivered, requested or received, directly or indirectly, any unjustified consideration, benefit or advantage to/from any "Public Official"<sup>1</sup> and/or private individual, whether national or foreign, to influence the actions of the public authority or institution or in any way obtain an undue advantage within the framework of this Contract.

- c) To have a compliance risk prevention system, especially of a criminal nature, composed of regulatory, organisational, technical and training measures that guarantee the strictest compliance with the legislation and provisions of this Contract.
- d) Communicate to LOPESAN immediately any data or information of which it should or may become aware and which may involve the materialisation of a breach of regulations, especially if it is of a criminal nature, within the framework of the execution of this Contract. For this purpose, the following e-mail address is made available to the SUPPLIER: [canaldenuncias@lopesan.com](mailto:canaldenuncias@lopesan.com). The information that the SUPPLIER provides to LOPESAN will be treated, at all times, confidentially and in accordance with current legislation on data protection, without prejudice to compliance with the corresponding legal obligations.
- e) Manage, investigate and, where appropriate, sanction any incident occurring in its area of business control, complying in all cases with the applicable regulations in all legal areas affected. The SUPPLIER shall comply, without limitation, with the relevant labour, personal data protection and whistleblower protection regulations, if applicable.
- f) Adopt all necessary measures to ensure that each and every employee and professional is aware of and complies with the provisions of this Contract in terms of ethics and regulatory compliance. In particular, the SUPPLIER undertakes to transfer the obligations contained in this clause in the same terms to its employees and subcontracted third parties, whether they are natural or legal persons.

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<sup>1</sup> Public official: includes any person working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies) or any public international organisation. The term also includes political parties, party officials and candidates for public office.

- iii. LOPESAN reserves the right to conduct as many checks as it deems appropriate to verify compliance with the SUPPLIER's obligations contained in this clause. The SUPPLIER must provide its full cooperation and willingness to do so.
- iv. The SUPPLIER shall immediately notify LOPESAN of any breach of any of its obligations described in this clause. In the event of such a breach, LOPESAN reserves the right to require the SUPPLIER to take immediate corrective measures as appropriate and mutually agreed between the parties. In addition, any breach or non-compliance, even if occasional or isolated, with the provisions hereof shall constitute a material breach of this Agreement and may constitute grounds for termination of this Agreement unless the breach is remedied within the period agreed between the Parties in writing. LOPESAN reserves the right to unilaterally suspend or terminate the Contract without prior notice, as well as to proceed to the exercise of all legal actions that may correspond to it according to law.

To this effect, if there is negligence or wilful misconduct on the part of the SUPPLIER, the SUPPLIER shall indemnify and hold LOPESAN harmless from and against any and all claims, damages, losses, penalties and costs (including, without limitation, attorneys' fees and lost profits) and any expenses arising out of or related to a breach by the SUPPLIER of its obligations under the Contract.