

# **ANTI-CORRUPTION POLICY**



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## ***I.- GENERAL PROVISIONS***

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### **Art. 1 Purpose**

The purpose of this Policy is to establish the guidelines for the actions of FIRA INTERNACIONAL DE BARCELONA and its investee companies, FIRA BARCELONA INTERNATIONAL EXHIBITIONS AND SERVICES, S.L.U., ALIMENTARIA EXHIBITIONS, S.L.U., FIRESA LOGISTIC, S.L., FIRA CCIB, S.L.U. and FIRA CIRCUIT, S.L.U. (hereinafter **FIRA** or the Organisation, indistinctly) to which the *Corporate Compliance* Program reaches with the aim of preventing the risks of committing any of the forms of corruption, as well as any type of reputational or financial damage derived from their materialization.

The risks of corruption may arise from relationships with private subjects, materializing in some form of private or business corruption, or may arise within the framework of relations maintained with the public sector, that is, with administrations and public bodies<sup>1</sup>, as well as with political parties and their representatives, and may lead to some form of bribery.

Through this Policy, **FIRA** also aims to prevent the commission of other crimes with a component of corruption in relations with private and public subjects. Namely, influence peddling or illegal financing of political parties.

Likewise, in order to satisfy the above objectives, this Policy also regulates the offer and acceptance of gifts and invitations and hospitality in relations with third parties, both in the public and private sectors.

### **Art. 2 Doubts and interpretation**

Any doubt about the scope or application of the provisions set out in this Policy must be immediately raised to the *Compliance Officer*, who will resolve and interpret the regulation in question, without prejudice to its submission to the General Management.

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<sup>1</sup> Including international and national, regional and local.

### **Art. 3 Scope of application and extent of the policy**

This Policy is of corporate scope and, therefore, applicable to all the entities that make up **FIRA** as well as to all its Collaborators<sup>2</sup>, both within the framework of activities carried out nationally and internationally.

## **II.- DEFINITIONS**

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### **Art. 4 Concept of corruption or corrupt practices**

In general terms, corruption is defined as the violation of a duty derived from a certain function, in exchange of obtaining a benefit or advantage of any kind to which one is not entitled.

For the purposes of this Policy, public corruption is understood to be:

- (i) Officials or authorities demanding or accepting rewards or promises to perform (or to not perform) certain acts (or simply by reason of their position); as well as
- (ii) those behaviours of individuals who offer rewards or promises to public officials and authorities, accept their demands or, even, simply deliver rewards in consideration of the position or function of the official or public authority.

On the other hand, private or business corruption should be understood as those conducts consisting of

- (i) receiving, demanding, or accepting an improper advantage (or simply a promise thereof), as a compensation for unduly favouring another in a business relationship; or
- (ii) promising, offering or granting an unjustified benefit or advantage of any nature to third parties belonging to the private sector, or to subjects with

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<sup>2</sup> **FIRA** Collaborators are considered to be all those people who maintain an employment relationship with the Organization to provide their work in it (i.e., both workers and managers), as well as those people who maintain a relationship with **FIRA** through an internship agreement or through a contract with a temporary employment agency.

public functions in the framework of an international commercial activity, in order to obtain an undue advantage.

Finally, influence peddling shall be understood as the conduct consisting of illicitly influencing an official or public authority using any situation arising from his or her personal relationship with that or with another official authority to obtain a favourable resolution.

#### **Art. 5 Concept of authority and public official**

Within the framework of the prevention of corruption risks in the public sector, any person who, by immediate provision of the law or by election, or by appointment of a competent authority, participates in the exercise of public functions is considered a public authority or official. This section also includes any foreign official.

Based on this legal definition, **FIRA** must take into account that the criminal concept of public official includes, for example, the following subjects:

- Elected positions: such as parliamentarians, mayors, councillors.
- Political positions: such as presidents of the government or autonomous communities, ministers, councillors of autonomous communities.
- General Prosecutors, Ombudsman, members of the Constitutional Court, the General Council of the Judiciary, etc.
- Career civil servants, interim civil servants and labour staff in service of the administration. People who work in independent public entities are also included.
- Notaries, registrars, deans of professional associations.
- Judges and prosecutors.
- Police officers.
- Candidates with imminent access to public service.
- Persons who hold a legislative, administrative or judicial office or employment in a country of the European Union.
- Officials or agents of the European Union or of a public international organisation.

- Persons who are exercising a public function or service consisting in the management, in the Member States or third countries, of the financial interests of the European Union or in taking decisions on those interests.
- National or international jurors and arbitrators, as well as mediators, experts, judicially declared administrators or intervenors, insolvency administrators or any person who participates in the exercise of public functions.

#### **Art. 6 Concept of conflict of interest**

A conflict of interest arises when, in a given situation, a person's personal interest may take precedence over **FIRA's** interest and consequently a decision or strategy is taken wholly or partially different from the one taken solely based on **FIRA's** interests.

A personal interest will be understood to exist when, as an example and without being exhaustive, a family relationship, friendship, enmity or a direct or indirect economic or professional interest is maintained.

**FIRA** has a Conflicts of Interest Policy in which the different types of interests are defined in a more exhaustive manner and the treatment of possible conflicts of interest that may occur within the Organization is established.

### ***III.- GENERAL PRINCIPLES AND GUIDELINES***

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#### **Art. 7 Commitment to ethical and legal compliance**

**FIRA's** activities are carried out in accordance not only with current anti-corruption legislation, but also with the provisions of its Code of Ethics and the rest of the internal regulations that make up the Corporate Compliance *Program*.

In the context of any activity directly or indirectly linked to **FIRA**, any conduct that may be considered a corrupt practice, in any of its modalities and forms, is totally prohibited.

In order to raise awareness and promote an ethical business culture, it is essential that the Board of Directors, the Executive Committee and the CEO of **FIRA** serve as an example for the rest of its Employees.

**FIRA** intends that the commitment to ethical and legal compliance in anti-corruption matters is also assumed by third parties with whom it collaborates or maintains some kind of contractual or commercial relationship. Therefore, one of **FIRA's** core values is the promotion of the use of good business practices among its business partners.

#### **Art. 8 Documentation**

Since the entry into force of this Policy, documentation that accredits **FIRA's** commitment to ethics and regulatory compliance is constantly generated.

In this sense, in order to prevent and detect bad practices, **FIRA** documents all the financial and commercial operations it carries out, keeping its accounting books and records updated.

Likewise, any relationship maintained with the public sector is duly documented.

#### **Art. 9 True and truthful accounting**

**FIRA** guarantees adequate, faithful and truthful accounting and financial management. This way, the aim is to avoid the following practices:

- Establishment of accounts not recorded in the accounts.
- Carrying out operations that are not recorded in the accounts or inadequate.
- Record of non-existent expenses.
- Entry of liabilities with incorrect identification of assets.
- Use of false documentation.
- Intentional destruction of accounting documents.
- Use of donations or sponsorships to hide improper payments.



## ***IV.- CONTRACTING AND RELATIONS WITH THIRD PARTIES***

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### **Art. 10 Contracting with the Public Administration**

Within the framework of a procurement procedure with public entities or bodies, subsidies or public auctions, no **FIRA** Collaborator may offer or deliver any kind of compensation or undue remuneration to an authority, public official or person participating in the exercise of public function, nor respond to requests made by those.

It is strictly forbidden to corrupt or attempt to corrupt a public authority or official in the exercise of his or her functions in order to obtain or retain a contract, business, or any other competitive advantage.

The above conduct is prohibited even if:

- The aim is for the public official to perform an act contrary to the duties inherent to his or her position;
- An act of his or her own charge so that he or she does not perform or delay the one he or she should practice.
- As well as when they are carried out in consideration of its position or function.

No **FIRA** Partner may make cash payments in the course of relations with the public sector or participate in such relationships if there is a conflict of interest.

The above conduct is prohibited whether it is carried out by **FIRA** personnel or through an intermediary person or company.

### **Art. 11 Influence on authorities or public officials**

**FIRA** does not tolerate any of its Collaborators using their possible personal relationship with any public official or authority to obtain from them a resolution that may generate a benefit for the Organization.

Similarly, **FIRA** does not tolerate any of its Collaborators accepting requests for any type of remuneration from third parties who offer to influence the conduct of a public official or authority.

## **Art. 12 Facilitation payments**

**FIRA** prohibits all its Collaborators from making facilitation or greasing payments. Such payments are understood to be those small amounts made to an authority or public official to ensure or expedite the performance of a routine or necessary action, to which the payer is legally entitled.

## **Art. 13 Private contracting and commercial relations**

**FIRA**, in its commercial relations, bases its recruitment on merit and transparency, without admitting that any of the members of the Board of Directors, the Executive Committee and, in general, any of the Collaborators, receive, request or accept, directly or through an intermediary, any unjustified benefit or advantage of any nature, or offer or promise to obtain it, as consideration, to unduly favor another in the contracting of services or in any commercial relationship.

Likewise, it is prohibited for any **FIRA** Collaborator, directly or through an intermediary, to promise, offer or grant to any member of another organization any unjustified benefit or advantage as consideration to obtain undue favoritism in the contracting of services or in any commercial relationship.

## **Art. 14 Conflicts of interest**

**FIRA** has established internal mechanisms and policies aimed at managing the risk derived from a possible conflict of interest.

All Collaborators have the duty to report the possible occurrence of any conflict of interest, both real and potential, that may affect their objectivity in the performance of their obligations arising from their job, through the Ethics Channel.

The aim of communicating the existence of any conflict of interest is none other than that they can be properly managed, in order to preserve objectivity and transparency in the decision-making that the Organization must adopt, thus reducing the risk of possible conducts constituting corruption.

Possible situations of Conflict of Interest must be reported in accordance with the Conflicts of Interest Policy.

#### **Art. 15 Guidelines for the selection of Collaborators and monitoring of this Policy**

In relation to Collaborators, **FIRA** will attend, among others, to the following aspects, adjusting them to each specific case according to the characteristics of the position, the function to be performed and, ultimately, the ability to influence the contracting with third parties:

- Determine whether candidates for certain specially exposed positions have engaged in any acts of corruption or bribery;
- Verify that the Organization does not offer employment to candidates in exchange for having unduly favoured **FIRA** in the previous employment or to favour **FIRA** over the candidate's previous employer;
- Identify candidates' relationships with public officials;
- Verify that Collaborators comply with this Policy, allowing **FIRA** to take disciplinary measures against those who fail to comply with it;
- Deliver a copy of this Policy to **FIRA's** Collaborators at the time of their incorporation and disseminate it among those who are already members of the Organization;
- Periodically report from the areas that are mainly exposed to corruption risks to the Compliance Officer on the application and results of the prevention mechanisms established in this Policy and in the regulations that develop it.

#### **V. GENERAL PRINCIPLES REGARDING GIFTS, INVITATIONS AND TRIPS**

The offer or delivery, as well as the acceptance of invitations and other types of deference has, in general, a strategic relevance for the business development of entities belonging to the M.I.C.E. sector<sup>3</sup> and, in particular, for **FIRA**, which carries out this type of activity within the framework of its business relationships.

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<sup>3</sup> The M.I.C.E. sector includes all those entities that carry out activities consisting of "meetings" or "incentives", "conferences" and "exhibitions" or fairs.

Next, the guidelines for action relating to the offering or delivery of gifts, invitations and trips, both in the public and private sectors, will be regulated, regardless of whether the third parties in question are customers, suppliers, business partners or others.

#### **Art. 16 General principles**

Without prejudice to the provisions of Sections VI, VII and VIII of this Policy, any gift, invitation or trip that is offered, given or accepted within the framework of the organization must comply with the following general principles:

- They must be considered socially appropriate.
- No type of improper payment or commission must be offered or accepted in the form of a bribe.
- They must not be used to unduly encourage another in the contracting of services or, in general, in commercial relations.
- They must not give the impression, or give rise to the implicit obligation, that the person offering them is entitled to preferential treatment, or to be granted contracts, better prices or more favourable conditions of sale, and in general, any undue advantage.
- They must occur in a business-friendly environment.
- They should not be considered excessive in the context of the business relationship.
- They must not be delivered to third parties with respect to whom it is known that are not authorized to accept them.

### ***VI. GIFTS***

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#### **Art. 17 General considerations**

This section regulates the guidelines for action relating to the offering or acceptance of gifts by **FIRA** Employees, both in the public and private sectors.

The following are excluded from this Section:

- The legitimate sponsorship of activities and initiatives carried out exclusively for advertising purposes (for example, the sponsorship of a sports event in exchange for the organization's logo being displayed in the facilities where it takes place).
- Printed materials to promote and provide information related to the services of the provider (e.g., the delivery of brochures or information books).
- The gift of advertising objects of little value (for example, calendars, pens, mugs or other types of merchandising).
- Making donations for solidarity and humanitarian purposes (for example, a donation to *La Marató de TV3*, an extraordinary donation due to a disaster, etc.).

#### **Art. 18 Concept of gifts**

For the purposes of this Policy, a gift is understood to be any kind of material treat or care provided to or received by a third party, other than an invitation, as set out in Article 21 of this Policy.

However, gifts should also be understood to include invitations to meals, activities or tickets to cultural or sporting events in which the person making the offer is not present.

#### **Art. 19 Gifts in the Public Sector**

The delivery or offering, as well as the acceptance of gifts to/from any authority or public official, whether the latter are national or international, is prohibited.

#### **Art. 20 Gifts in the Private Sector**

Within the framework of promotional activities, the offering or delivery, as well as the acceptance of gifts, will be allowed, provided that (i) their market price does not exceed 60.00 euros (taxes excluded); and (ii) they are appropriate in accordance with social uses. To calculate this amount, all gifts offered or given to the same person or entity during one (1) calendar year, or accepted from the same person or entity during a calendar year will be taken into account.

Without prejudice to the foregoing, and by way of exception, gifts of a value greater than 60.00 euros (taxes excluded) may be offered, delivered or accepted, computed in accordance with the provisions of the previous paragraph, provided that prior authorization has been obtained from the General Director.

- i. The delivery or offering, as well as the acceptance of money or goods that can be easily liquidated in cash (for example, petrol vouchers, gift cards, etc.) is prohibited.
- ii. that its delivery or acceptance is during or immediately after the negotiation of conditions of any type of contract.

Likewise, it is expressly forbidden to provide the personal address or any other address other than that of **FIRA** for the receipt of gifts.

## **VII. INVITATIONS**

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### **Art. 21 Concept of invitations**

For the purposes of this Policy, an invitation is understood to be the delivery or receipt of tickets for trade fair events, cultural or sporting events, as well as the invitation to meals or other types of activities.

In the case of invitations to meals and activities or the delivery of tickets for cultural or sporting events, in which the person making the offer is not present, they will be considered "gifts", not "invitations" and therefore the provisions of the previous Section VI. GIFTS. will apply. Given the institutional nature of **FIRA**, those invitations of an exclusively social nature, provided that there is no commercial or trade relationship between the person offering the invitation and the person receiving it, nor interest of any kind beyond the presence of the person invited as an institutional representative in the social event in question, are excluded from this Section, as well as from Section VI. GIFTS.

The regulation of the offer or acceptance of invitations varies depending on the type of invitation:

- Meals.

- Invitations to fairs organized by **FIRA** or by third parties.
- Activities or tickets for cultural or sporting events.

#### **Art. 22 Meals**

Only those expenses derived from a meal that are essential for the proper course of meetings or work or promotional sessions with third parties may be paid by way of invitation. Notwithstanding the above, invitations to meals will be limited to 90.00 euros (taxes excluded) per diner.

Similarly, invitations from third parties may only be accepted for meals whose amount does not exceed 90.00 euros (excluding taxes) per diner.

Likewise, invitations to meals will be limited to the people strictly necessary for the proper development of the meeting or work or promotional session. In this sense, family members or companions may not be included if their presence is not justified.

#### **Art. 23 Invitations to trade fairs organised by FIRA or by third parties**

It is permitted to offer or accept invitations to attend trade fairs organized by **FIRA** or by third parties. However, the general principles contained in Section V of this Policy must be complied with.

Expenses and other costs associated with the invitation to attend a trade fair (travel, accommodation, meals, etc.) shall be governed by the provisions of this Policy.

#### **Art. 24 Activities or tickets for cultural or sporting events**

It is permitted to offer or accept invitations of a commercial nature (conferences, activities or cultural, sports, gastronomic events, etc.) provided that there is a legitimate commercial or institutional purpose that justifies the invitation. However, in addition to the general principles contained in Section V of this Policy, the following requirements must be complied with:

- They must be reasonable, proportional and non-recurring;

- If they are offered to third parties, they must be related to the commercial, cultural and social activities linked to the city of Barcelona, among others, promoted by **FIRA**.
- They must not be used as a form or channel to conceal or facilitate any kind of bribe, payment or improper commission;
- Invitations will be limited to those strictly necessary. In this sense, family members or companions may not be included if their presence is not justified;

The expenses and other costs associated with these invitations (travel expenses, accommodation, meals, etc.) must be governed by the provisions of this Policy.

Without prejudice to the foregoing, the following are expressly prohibited:

- Invitations to some kind of unwarranted luxury;
- Disproportionate or excessive invitations;
- Invitations to obtain, renew, or upgrade a contract, license, authorization, or other commercial advantage.

## ***VIII. TRIPS***

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### **Art. 25 Concept of trips**

For the purposes of this Policy, a trip is understood to be any type of expense necessary to attend an event, fair, meeting or work or commercial session. For example, travel expenses, accommodation, etc.

### **Art. 26 Offer or acceptance of trips**

It is permitted to offer or accept payment of travel expenses provided that there is a legitimate commercial or institutional purpose that justifies it. However, in addition to the general principles contained in Section V of this Policy, the following requirements must be complied with:

- They must be reasonable, proportional and non-recurring;



- The main purpose of the trip is related to the event, fair, meeting or work or commercial session;
- They must not be used as a form or channel to conceal or facilitate any kind of bribe, payment or improper commission;
- Travel expenses will be limited to those incurred by the strictly necessary persons. In this sense, family members or companions may not be included if their presence is not justified;

Other costs associated with travel (meals, invitations to fairs, activities or tickets to cultural or sporting events) shall be governed by the provisions of this Policy.

Without prejudice to the foregoing, the following are expressly prohibited:

- Travel expenses with some kind of unjustified luxury;
- Disproportionate or excessive travel expenses<sup>4</sup>;
- Travel expenses unrelated to the event, fair, meeting or work or commercial session.

Any travel that does not generally comply with the requirements set out in this section must be approved by the General Director.

## **IX. CONTROL AND REGISTRATION OF GIFTS, INVITATIONS AND TRIPS**

### **Art. 27 Control and registration of gifts, invitations and trips**

The delivery or acceptance of gifts, invitations and trips must be duly documented through the existing internal control and reporting systems<sup>5</sup>.

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<sup>4</sup> For these purposes, the payment of accommodation expenses and other associated costs may only be offered/accepted for the time strictly necessary for the event, fair, meeting or work or commercial session.

<sup>5</sup> In order to ensure the adequacy and transparency of the different gifts, invitations and gifts that **FIRA** delivers to third parties within the framework of the normal development of its activity, the Organization

The Director of each Area will annually report to the *Compliance Officer* any incident that he/she has detected in the application of this Policy from a *Compliance* perspective.

In any case, in the event that any irregularity or possible infringement of this Policy is detected, it must be immediately reported to the *Compliance Officer* through the channels established for this purpose.

## ***X. DISCOUNTS AND LIBERALITIES***

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### **Art. 28 Discounts**

A discount is understood to be a reduction or decrease in the price of the spaces or services provided by **FIRA** to third parties, both in events organised by **FIRA** and by third parties.

In relation to events organised by **FIRA**, the management of each Show/event will establish the policy of discounts with customers prior to their marketing and within the framework of the pricing policy established for each product or service.

In relation to events organised by a third party, the management of each event may decide on a case-by-case basis on the application of commercial discounts.

Discounts will be duly documented by the management of the Show or event so that they can be identified in accounting and under transparency criteria.

In any case, the principles and rules included in the Competition Policy must be respected.

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has, among others, the following internal control and reporting measures: (i) documentary record of visits by customers and potential customers to **FIRA**'s premises, including the participants, the activities and deferences given, the expenses incurred, etc.; (ii) approval circuits and details of credit card expenses; (iii) automated reporting of the expenses incurred by Employees who have credit cards to their managers, etc.

## **Art. 29 Liberalities**

Liberality is understood to be the free transfer of spaces and/or services to a third party, as well as the advertising presence of the third party in **FIRA** media without economic compensation.

In relation to events organised by **FIRA**, the management of each Show/event may authorize certain gifts, within the framework of the commercial strategy of each product.

In relation to events organised by a third party, the events management may decide in each case the application of gifts.

Gifts will be exceptional and must be duly substantiated and documented by the management of the Show or the management of events, so that they can be identified in accounting and under transparency criteria.

**FIRA** will be able to make available to the city of Barcelona the free transfer of its spaces in situations of civil emergency and natural disasters.

## **Art. 30 Specialties with public institutions**

In relations with Public Administrations, Institutions, organizations, among others, **FIRA** may not apply discounts or liberalities, except within the framework of Collaboration agreements previously signed between the parties. In no case may discounts be applied to political parties beyond those resulting from strictly commercial criteria derived from market needs. Likewise, in no case may liberalities be applied to political parties.

The Board of Directors of **FIRA** will generally approve the discount on the price of the contracted space (excluding services) for the celebration of events organized directly by the institutions in the **FIRA** consortium (Ajuntament de Barcelona, Generalitat de Catalunya, Cambra Oficial de Comerç, Indústria i Navegació).

The Board of Directors will also approve the discount on the amount of the space contracted (excluded services) by these institutions for their direct participation in Exhibitions organized by **FIRA**.

## ***XI. SPONSORSHIPS AND DONATIONS***

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### **Art. 31 Political contributions**

Donations to political parties and trade unions are understood to be those monetary or in-kind deliveries (such as concessions of facilities or services) made with the intention of supporting political parties, candidates or initiatives of a political nature.

**FIRA** does not make direct or indirect donations to political organizations, to their related foundations (or close and/or associated people), or to politicians and people linked to them, not even in the form of a loan or advance. In no case may discounts or gifts that exceed what results from strictly commercial criteria linked to market conditions be applied to Political Parties.

In the event that the members of the Board of Directors, the Executive Committee or Directors make contributions on their own personal behalf to political parties or any of their members or candidates, they shall be made in accordance with the provisions of the applicable legislation and taking the necessary measures to ensure that their donations and sponsorships are not used for corruption or bribery of public authorities or officials.

### **Art. 32 Sponsorships and donations**

Any donation, direct or indirect, must be made in compliance with the applicable regulations and it must be guaranteed that it does not damage the image of **FIRA**, and must be approved by the Executive Committee of the Organization.

**FIRA** undertakes to ensure that any act of sponsorship of events, contributions to foundations and other non-governmental organizations is governed by the principles of legality, transparency, adequacy and control, guaranteeing the traceability of the funds used, as well as that the recipients and the request for them are easily determined.

**FIRA** will verify, as far as possible, that the funds provided are applied to the purpose for which they were granted at the time.

The granting of financial aid to the Organization, which comes from activities of socio-cultural interest, charitable, scientific or any other type that is in accordance with the

inspiring principles of the activity of the **FIRA**, will be governed by the same principles mentioned above.

Donations made by the Organization to Foundations and other non-governmental organizations for the organization of activities of socio-cultural, charitable, scientific or any other kind of interest that are in accordance with the inspiring principles of the activity of **FIRA**, will be governed by the same principles.

**FIRA** will refrain from:

- a) Any type of prohibited activity in relation to the financing of political parties or sponsorship of events whose sole purpose is political activity;
- b) Any type of pressure, direct or indirect, of a political nature or that can reasonably be perceived to influence, an offer or other decision in favour of the Organization; and
- c) Contributions during or immediately following contract negotiations.
- d) Donations in cash or in accounts other than those of the institution to which the donation is made.

## ***XII.- AWARENESS AND TRAINING***

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**FIRA** is committed to providing adequate and appropriate awareness against corruption and bribery, as well as training Employees in this regard, including eventually for those third parties acting on their behalf or representation.

## ***XIII.- MANAGEMENT OF CONSEQUENCES: DISCIPLINARY REGIME; CONTRACTUAL TERMINATION***

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The Disciplinary Sanctioning Regime of **FIRA**'s Collective Bargaining Agreement will be applicable in the event of non-compliance with this Policy by the Collaborators subject to it.

Infringements of the content of this Policy will be considered very serious breaches of contractual good faith, for the purposes provided for in article 54 of the Spanish Workers' Statute and other concordant legislation.

Failure to comply with this Policy or the Code of Ethics, in view of the specific case, by any third party, may lead to the termination of the contractual relationship in force with **FIRA**, without prejudice to the other legal and/or contractual consequences which may arise.

#### ***XIV.-OTHER APPLICABLE DOCUMENTS***

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The guidelines and principles set out, among other documents, in **FIRA's** Code of Ethics, in the Third-Party Procurement Procedure, in the Internal Recruitment Instructions, in the Conflicts of Interest Policy, in the Sales Policy, in the Purchasing Policy and in the Travel Policy shall be applied to reduce the risk of corruption and bribery within the Organization.

The Organisation may use the UNE-ISO 37001 standard, on Anti-Bribery Management Systems, in relation to the risk of bribery as an interpretative criterion for this Policy, and likewise, this standard may be used as a guide in those unforeseen points that, where appropriate, the Organisation considers appropriate to incorporate into the *Corporate Compliance Program*.

## ***ANNEX I: ORIENTATION QUESTIONNAIRE FOR GIFTS, INVITATIONS AND TRIPS***

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We have a short questionnaire that can help you to guide you in case of doubts when applying this Policy.

- Does the deference given or received have any relationship with **FIRA's** activity or, on the contrary, is it a totally unrelated object or leisure activity?
- If offered, have you asked the other party whether the acceptance of a gift or invitation violates their standards of business conduct or is prohibited?
- Do you think it might be awkward if the gift or invitation was published through some internal (Nexe) or external (e.g., media) media?
- Can the gift or invitation be considered to be of extraordinary or ostentatious value in accordance with the usual practices of the industry or the position of the recipient?
- At the time of receiving the offer of a gift and/or invitation, are you part of a Contracting Commission in charge of deciding on a tender?
- Is the recipient of the gift or invitation the spouse or family member of an executive of a **FIRA** client company?

## DOCUMENT COMPLIANCE TRACKING INFORMATION

<b>Document identification</b>	Anti-Corruption Policy.
<b>Document Category</b>	High-level Regulation.
<b>Entities to which it applies</b>	FIRA INTERNACIONAL DE BARCELONA and its investee companies, FIRA BARCELONA INTERNATIONAL EXHIBITIONS AND SERVICES, S.L.U., ALIMENTARIA EXHIBITIONS, S.L.U., FIRESA LOGISTIC, S.L., FIRA CCIB, S.L.U. and FIRA CIRCUIT, S.L.U.
<b>Covered criminal risks</b>	Crimes of corruption: public sector and private sector (arts. 286 <i>bis</i> and <i>ter</i> and 419 to 430 Spanish Criminal Code), Crime of alteration of prices in auctions and public tenders (art. 262 Spanish Criminal Code), Illegal financing of political parties (art. 304 <i>bis</i> Spanish Criminal Code) and Crimes of embezzlement (art. 435 Spanish Criminal Code).
<b>Approvals by the Executive Committee</b>	22.11.2023
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