

CODE OF  
**CONDUCT**  
FOR SUPPLIERS AND  
OTHER COLLABORATORS



GRUP  
**PERALADA**



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CASINOS GRUP PERALADA

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# 1

## PURPOSE OF THE CODE OF CONDUCT

This Code of Conduct has been approved by GRUP PERALADA. The purpose is to establish the minimum non-negotiable standards we ask our suppliers and other collaborators (hereinafter referred to as the Supplier), as well as their subcontracted suppliers, to respect and fulfil when doing business with GRUP PERALADA.

Such action guidelines shall be observed in the development of the daily activities in order to secure an ethical and responsible professional behaviour consistent with the business culture of the Group.

This document is the extension of the Code of Conduct of GRUP PERALADA and the basis of its Regulatory Compliance programme.

# 2

## SCOPE

This document is applicable to all entities comprising GRUP PERALADA. GRUP PERALADA shall be deemed as all such companies, parent and affiliated companies, of Inverama S.L. belonging to the Group and controlled companies that meet the requirements set forth in the legislation in force and whose decision-taking is controlled by the Group. We also include within GRUP PERALADA the foundation Fundació Privada Castell de Peralada, given that they share the same values and principles, as well as some of their officers.



The Code of Conduct standards establish the conducts for the Supplier with which GRUP PERALADA negotiates, including its parent, affiliated companies and subsidiaries, as well as all such other with which they may negotiate, including all employees (permanent, temporary, migrant and agency contract workers), ascendant suppliers and other third parties. The Supplier shall be liable for disclosing, educating and acting with diligence when verifying compliance of this Code of Conduct towards its employees, agents and subcontracted suppliers.

# 3

## APPLICATION

Acceptance of the Code of Conduct is a preliminary requirement for the Supplier in all contracts with GRUP PERALADA. The Code of Conduct standards shall not replace but are additional to the provisions of any other legal agreement or contract between the Supplier and GRUP PERALADA.



# 4

## GENERAL PRINCIPLES

The Code of Conduct is based on the following principles:

### **LEGALITY COMPLIANCE:**

Act in accordance with the laws and regulations in force in the countries where GRUP PERALADA may develop or seek to develop its business, fully observing the commitments assumed with third parties, as well as the custom and good practices of such countries where they may exercise their activity. The application of the Code of Conduct shall in no event imply any breach of the legal provisions in the countries where the Supplier may operate.

### **ENTRENCHING THE INTEGRITY CULTURE:**

The Supplier of GRUP PERALADA must act on a responsible and efficient basis.

### **RESPECTING ALL PERSONS,**

Protecting the fundamental human rights universally recognised, with no person being discriminated on grounds of race, religion, sexual orientation, political opinion, age, nationality, sex, illness or physical disability.

### **RESPECTING COLLECTIVE RIGHTS:**

The Supplier of GRUP PERALADA must recognise the syndication, freedom of association, collective negotiation and any other rights that may be granted thereto by the legislation in force.

### **RESPECTING THE POLITICAL, OPINION PLURALISM AND FREEDOM OF ASSOCIATION:**

The relationship and/or affiliation to political parties or other type of institutions, associations or public-purpose entities or entities whose purpose may exceed those of GRUP PERALADA shall be carried out so that it is absolutely clear that such relationship and/or affiliation is undertaken in their personal capacity only, avoiding any kind of link with GRUP PERALADA.



# 5

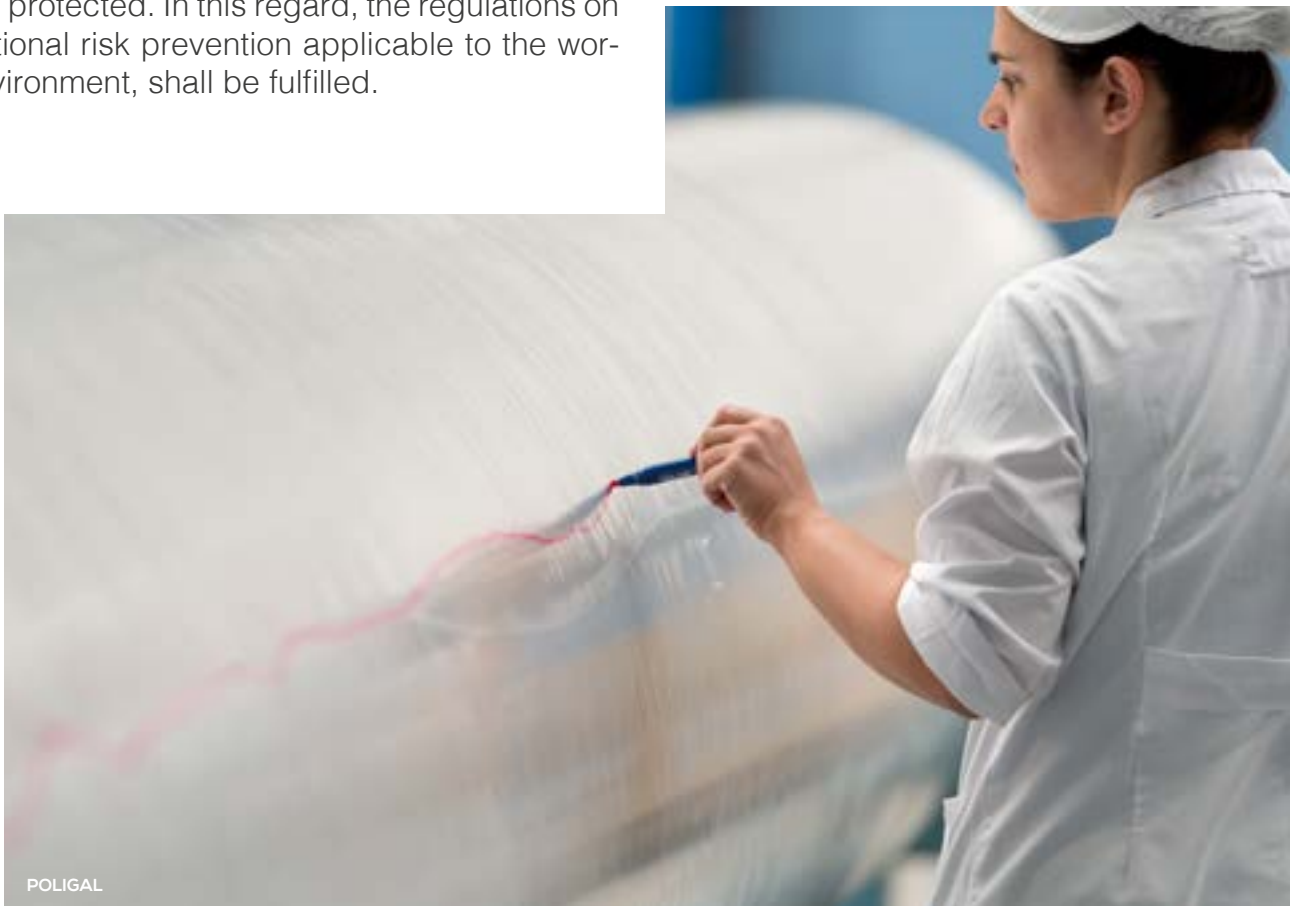
## CONDUCT COMMITMENTS

### 5.1. RESPECT FOR PEOPLE

Any act that directly or indirectly may violate or infringe people's dignity shall be totally prohibited.

Under no circumstances shall intimidation, any harassment, including psychological or moral harassment and/or mobbing, harassment on grounds of racial or ethnic origin, religion or convictions, disabilities, age or sexual orientation, sexual harassment or harassment on grounds of sex, as well as any conduct that may generate a damaging working environment, the abuse of authority, the lack of respect or consideration or any other act of physical or verbal aggression, be admitted. The foregoing shall apply both to internal relationships and relationships with third parties.

This conduct also comprises the commitment demandable from GRUP PERALADA to the Supplier of providing work centres in which workers' health and safety is protected. In this regard, the regulations on occupational risk prevention applicable to the working environment, shall be fulfilled.



## **5.2.- SOCIETY, DEVELOPMENT AND ENVIRONMENT**

GRUP PERALADA shall appreciate the commitment to collaborate with the development of the countries where its Supplier may be present.

Moreover, GRUP PERALADA requires fulfilment of the commitment to comply with all demanding regulations on environment.



## **5.3.- CONFLICTS OF INTEREST**

The Supplier is expected to report GRUP PERALADA of any situation that may be considered as a conflict of interests. Therefore, the Supplier shall inform GRUP PERALADA if any employee of the Supplier or any professional hired by the Supplier may have any interest in the business of GRUP PERALADA or any type of economic link with GRUP PERALADA.

As an example, the following, among others, shall be considered as situations of conflict of interests:

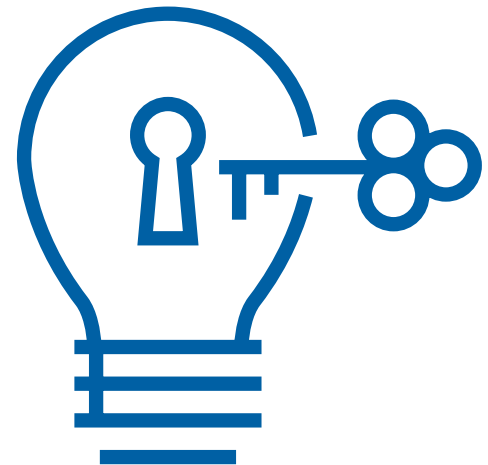


- Economic participation by the Supplier in GRUP PERALADA.
- Being a relative or any other emotional bond by the Supplier in GRUP PERALADA.
- Being a relative or any other emotional bond of managers or contact persons by the Supplier in GRUP PERALADA.
- Having an interest in other companies by the Supplier in which GRUP PERALADA, any of its managers or shareholders may also have any interest.

#### **5.4.- RESPECT FOR PRIVACY AND DUTY OF CONFIDENTIALITY**

The Supplier of GRUP PERALADA is obliged to protect the information and knowledge arisen within the contractual relationship with GRUP PERALADA, of its property or under its custody. GRUP PERALADA has a policy of use of the TIC resources in order to ensure the following commitments:

- Maintain the confidentiality and use consistently with the purposes established, any data, information or document obtained.
- The Supplier shall not make copies or reproduce such information or knowledge to use them otherwise but for the necessary development of its duties.
- The confidential obligation during the contractual relationship with GRUP PERALADA.
- The Supplier that, due to its activity with GRUP PERALADA, may have access to data, computer supports and documents that may affect the personal or family privacy both of the Directors, Managers and employees of GRUP PERALADA and third parties, shall keep secrecy in relation thereto, any copy, delivery, disclosure or communication to any non-authorised personnel or third parties, being prohibited.



## 5.5.- MARKET BEHAVIOUR AND RESPECT FOR FREE COMPETITION

GRUP PERALADA competes in the market faithfully and does not admit any fraudulent, deceitful or any other conduct that may not be consistent with the demandable requirements of good faith and due diligence.

- The Supplier of GRUP PERALADA shall refuse information on competitors obtained improperly or infringing the confidentiality established by their lawful holders.
- The Supplier of GRUP PERALADA shall refrain from disclosing misleading or false information on competitors of the company or firms in the commercial trade or in any other scope of action.
- As a general rule, the Supplier of GRUP PERALADA may in no event offer, confer, request or accept, directly or indirectly, donations or gifts, favours or compensations, of any nature whatsoever in its relationship with GRUP PERALADA. The Supplier is expected to inform of any situation the breach of which it may become aware. Only proportional and reasonable minor gifts or hospitalities shall be excluded. Gifts in cash, in any event, shall be prohibited.



Respect to work, research and development constitute another of the basic principles of GRUP PERALADA.

The Intellectual and Industrial Property includes, among others, copyrights, patents, trademarks, domain names, reproduction rights, design rights, database extraction rights and rights on specialised technical knowledge.

The Supplier shall be required to, for the acquisition, operation, development, manufacture, use and/or commercialisation of any design, model, procedures, etc. to be used in the development of the activity of GRUP PERALADA, fulfil that established in the applicable regulations on Intellectual and Industrial Property Protection.

## 6

### REPORTING CHANNEL

In order to ensure fulfilment of the Code of Conduct, GRUP PERALADA has created a reporting channel as a communication mean to guarantee privacy of reports.

The Supplier of GRUP PERALADA is expected to, before any circumstance in which the Supplier may doubt of any possible breach of any of the premises described above, communicate such circumstance to the reporting channel made available by GRUP PERALADA.

Reports shall be communicated to:

- [canaldenuncias@grupperalada.com](mailto:canaldenuncias@grupperalada.com)
- Ordinary mail: c/ Pere II de Montcada, N°: 1. Barcelona CP: 08034 FAO: Regulatory Compliance Manager
- Telephone: +34 93 503 86 00 FAO: Regulatory Compliance Manager



# 7

## FULFILMENT

The Supplier undertakes that all its activities shall conform to the provisions included in this Code of Conduct.

GRUP PERALADA expects from the Supplier to observe all applicable laws and regulations and, particularly, those relating to the pillars detailed in this document and to make their best efforts to fulfil the international standards and those of the sector, as well as the good practices.

In such cases where there is any suspected or threatened serious breach that may cause any damages to GRUP PERALADA, either economic, reputational or any other damages, GRUP PERALADA reserves the right to undertake the following protocol:

- Evaluate the veracity of the suspicion or report the possible breach.
- Contact the person in charge of regulatory compliance of the Supplier requiring such person a diagnosis of the event occurred.
- Compare and assess together with the Supplier the proportionality of the events occurred.
- Internally evaluate and take the necessary measures according to the risk that may be assumed by GRUP PERALADA in its regulatory compliance programme which, if the seriousness of the event is confirmed, could cause the cancellation of the contractual relationship.

**"OPEN YOUR ARMS TO CHANGES,  
WITHOUT LOSING YOUR VALUES."**





## SCHEDULE - TERMS

- 1. Activity:** means any of the actions, duties and works carried out by the Group or its Directors, Officers, Co-operators and Employees while performing its corporate purpose.
- 2. Board of Directors of Inverama S.L.:** means the ultimate Management body of GRUP PERALADA as the parent company of the Group.
- 3. GRUP PERALADA or the Group:** means all such affiliated companies members of the Group and controlled by the Group which meet the requirements set forth in the legislation in force and whose decision-taking is controlled by the Group.
- 4. Code of Commerce:** means Royal Decree of 22 August 1885, publishing the Code of Commerce.
- 5. Criminal Code:** means Organic Law 10/1995, of 23 November of the Criminal Code, amended by Organic Law 1/2015, of 30 March.
- 6. Sectorial Codes:** means Act 13/2011, of 27 May on gaming regulation, betting Regulations, etc.
- 7. Specific Policies of the Group:** means the occupational risk prevention plan, computer systems use Policy, Anti-corruption Policy, etc.
- 8. Officers:** means each member of the Board of Directors of GRUP PERALADA and of the companies belonging to the Group.
- 9. Directors:** means all persons within the central organisation of the company, who may be responsible for the functional area and who may have direct dependence on the CEO, the Board of Directors or the General Manager. This definition shall be deemed notwithstanding the different legal definitions of officer set forth in the stock exchange regulations relating to market abuse, transparency and good governance and which may be applicable in each particular case.
- 10. Personnel or employees:** means all members of the board, officers and other employees of GRUP PERALADA, under any contracting whenever they act in their condition as such, i.e., for and on behalf of the Group, and both directly and indirectly through any intermediate person or by means of any company or other type of controlled entity.
- 11. Related person:** means any person in any of the following situations with the personnel of GRUP PERALADA:
  - a. Spouse or person with analogous emotional relationship.
  - b. Ascendants, descendants or siblings.
  - c. Ascendants, descendants or siblings of the spouse or person with analogous emotional relationship.
- 12. Other professionals:** means regular consultants, agents or third parties and of significant importance for the Group hired by any of the companies of GRUP PERALADA. Significant importance shall mean such natural or legal persons from whom signature of this Code of Conduct may be required due to their close relationship with the Group. Ex.: freelancers working in terms of exclusivity, suppliers



with recurrent services by regular monthly payments in which the Group is an important customer, etc.

**13. Third parties:** means any natural or legal person beyond the organisation and management of GROUP PERALADA, but which has any linkage with the Group.

**14. Regulatory Compliance Officer:** means the person in charge of the supervision and management of conflicts in the application of this regulations.

**15. Ancillary documentation:** means the rules, documents and/or newsletters issued or drawn up by GRUP PERALADA to complete, clarify and/or modify that provided in this Code.

**16. Confidential documents:** means any material, either written, audio-visual, computer or any other supports of any secret or confidential information.

**17. Authority:** means such person individually or as member of any corporation, court or collegiate body in command or who may exercise its own jurisdiction, i.e., has, within the public scope, the capacity and authority to impose, requiring others to obey that ordered. In any event, authority shall mean all members of the Parliament, Senate, Legislative Assemblies of the Autonomous Communities, the European Parliament and the officers of the Public Prosecutors' Office. Similarly, as an example, mayors, regional presidents, Ministries, Judges and Magistrates, including Justices of the peace, Lawyers of the Justice Administration, as well as deans of faculties, among others.

**18. Public officer:** means, for the purposes of applying the criminal regulations, any person who by operation of Law or election or appointment by a competent authority may participate in the exercise of the public office, pursuing general collective purposes. The foregoing, although the person is not within the organisation of the Administration or does not have any permanent or professional relation with the Administration. As an example, but without being limited thereto, public officers shall be: councillors and municipal experts; regional ministries; labour personnel of the local, regional and state Administration; directors, managers and employees of public or mixed companies; municipal advisors.

**19. Personal operations:** means all operations carried out by the persons subject to this Code.

