

Compliance and Prevention of  
Criminal Risks System

# ANTI-CORRUPTION POLICY

- **Versions**

Version	Date	Author	Changes
1.0	June 2017	Hotel Investment Partners, S.L.	Initial version
2.0	October 2017	HI Partners Holdco Value Added SAU	Segregation of hotel business
3.0	January 2019	HI Partners Holdco Value Added, S.A.	Update of the Compliance and Criminal Risks System
4.0	December 2019	Hotel Investment Partners, S.A.	Change of corporate name
5.0	November 2021	Hotel Investment Partners, S.A.U.	Amendment of rules on gifts and KYC

- **Approvals**

Governing body	Entity	Date
Board of Directors	Hotel Investment Partners, S.L.	29 June 2017
General Shareholders Meeting	HI Partners Holdco Value Added SAU Approval of the segregation of hotel business (universal succession)	4 October 2017
Executive Committee	HI Partners Holdco Value Added, S.A.	18 February 2019
Board of Directors	HI Partners Holdco Value Added, S.A.	25 February 2019
Management Committee	Hotel Investment Partners, S.A.U.	20 December 2021
Board of Directors	Hotel Investment Partners, S.A.U.	20 December 2021

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## DEFINITIONS

- HIP: Set of entities whose parent company is Hotel Investment Partners, S.A.U. or which are managed by it.
- Asset managers: Professionals responsible for the management of assets owned or managed by HIP.
- Chief Compliance Officer: Unipersonal body responsible for the co-ordination and monitoring of the Compliance and Prevention of Criminal Risks System of HIP.
- Essential Principles in matters of Corruption: Set of basic conduct guidelines on matters of corruption to govern the conduct of all members and professionals making up HIP.
- Associates: members of HIP, its shareholders, employees, executives and directors, regardless of their geographical location or function or status.
- Third party: Natural or legal person outside HIP including asset managers, suppliers, agents, intermediaries, partners, customers, public officials, etc.
- Gift: Presents which exceed mere courtesy, or benefits or advantages offered without justification or consideration.
- Public official: Person who holds a public post or acts as part of the public function, including any person who provides services, remunerated or otherwise, for or on behalf of a department of government or the public authority, whether national or foreign, national, provincial or local body, agency or other public entity (including companies controlled or owned by the public authorities) or any public international organisation/body. The term also includes political parties, associate foundations, members of political parties and candidates for public posts.
- Bribe: Any gift, present, advantage, favour, award or payment of money or remuneration, and disposal free of charge or patronage of an illegal nature.
- Facilitation payment: payments of small amounts to a public official to secure a favour, such as for example quickening an administrative procedure, obtaining a permit, a licence or service, among others.
- Conflict of interest: There is a conflict of interest where the interests of HIP are, may be or may appear to be compromised by the personal interests of a member of HIP, its shareholders, employees, executives and directors in such a way that objectivity is lost.
- Business corruption: illegal act by which an executive, director, employee or associate of a commercial entity, company, association, foundation or organisation, itself or by

way of an interposed person, receives, requests or accepts an unjustified benefit or advantage of any nature, for itself or a third party, as consideration for unjustly favouring another physical and/or legal person in the acquisition or sale of merchandise, or in the hiring of services or in commercial relations.

In the same way the act by which an individual, themselves or by way of an interposed person, promises, offers or grants to an executive, director, employee or associate 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 unjustly favouring them or a third party against others in the acquisition or sale of merchandise, hiring of services or in commercial/ professional relations.

- Public corruption: act by which a private individual (natural or legal person) offers, promises or delivers a payment, gift or remuneration of any type to a public official for the latter to commit an act contrary to the duties inherent to his duties, an act within his duties, not to carry out or delay an act he should carry out or simply in consideration of the post held by the person receiving it. In the same way an act by which a public official seeks, accepts or receives any payment, gift or remuneration from a private individual (natural or legal persons) directly or indirectly for the purposes referred to above.
- Public corruption in international transactions: offering, promising or granting to an international public official of any undue benefit, monetary or otherwise, themselves or by way of an interposed person, for them to act or refrain from acting in relation to the exercise of their functions in order to secure or preserve a contract or other irregular benefit in the course of international business operations.

## I. OBJECT

HIP has a Code of Conduct which lays down the obligation to respect the law and obligations contracted, the necessity for professional integrity and excellence, the obligation to be transparent in operations and security of information and, expressly, the prohibition on corruption or any similar action.

HIP promotes this Anti-Corruption Policy (hereinafter the “**Policy**”) as a further manifestation of its culture of compliance, encouraged by both the governing and the executive bodies of HIP. This Policy must be seen as a basic rule which shows zero tolerance to corrupt practices and seeks to lay down and to publicise the Essential Principles given in section III and a series of guidelines of specific situations for avoiding any risk of corruption in the course of the business operations of HIP. This Policy also provides information and orientation for Associates in dealing with problems if bribery and corruption.

## II. SCOPE OF APPLICATION

This Policy is applicable to **HIP**, its shareholders, its employers, executives and directors, regardless of their geographical location or function or status (hereinafter "**Associates**"). Associates must know this Policy and comply with it and have it complied with in the course of their duties.

HIP will also seek to promote asset managers linked to HIP and Third Parties in general who act on behalf of HIP being governed by the essential principles contained in this Policy.

In the same way, in accordance with the provisions of this Policy and other regulations, prior to the commencement and formalisation of a commercial/professional relation with a third party, such third party must complete the identification of third parties form "**KYC**" attached as **Annex I**, without prejudice to its modulation according to the circumstances, or a screening of the entity will be carried out as laid down in the PBCFT Golden Rules.

Additionally, the "**anti-corruption clause**" attached as **Annex III** (or an adaptation of it without varying the essential content) must be included in the contracts and/or agreements signed with third parties unless the non-use of the said clause is justified in view of the circumstances of the particular case and the Chief Compliance Officer authorises this expressly and in writing.

## III. ESSENTIAL PRINCIPLES ON MATTERS OF CORRUPTION

The Essential Principles on which this Policy is based, and which therefore all Associates of HIP without exception must abide by, are the following:

- (1) No Associate may offer, promise, consent or agree to give an undue financial benefit, under any pretext or in any circumstances or in any way, to any Public Official or person with public functions (either at national or international level), or to executives, directors, employees or associates of a commercial company or a partnership, association, foundation or organisation.

Nor may the Associates of HIP receive, seek or accept an unjustified benefit or advantage in order to favour them against third parties.

- (2) Goods and services must not be paid for in cash except in cases specifically provided for, in the terms contemplated in this Policy, and cases of force majeure, and always within legal limits. Hence the payment of any consideration must be made by wire transfer or bank draft, avoiding insofar as possible payments to accounts in tax havens and where unavoidable applying criteria of special diligence in the process of selection of suppliers

and in the legality of payments to be made and knowledge of the ultimate beneficiary of the said accounts.

- (3) Associates must prevent money or property of HIP, or its acts and contracts, being used for purposes which are illegal or constitute an offence, ensuring that all transactions are carried out in a transparent manner.
- (4) All procedures relating to payments and counter-payments must be recorded in writing in order to ensure the traceability of all transactions.
- (5) Associates must be alert to any situation which appears suspicious or unusual, by way of which the commission of an offence or corrupt practice may present itself or be facilitated. If this is detected it must be reported immediately to their person in charge or superior or by way of the Communications Channel.
- (6) Associates of HIP, whatever their category, who have, or believe they have a conflict of interest in their relations with public officials -Spanish or foreign -, are obliged to report it to their superior. If the doubt persists, they must contact the Chief Compliance Officer.
- (7) Associates of HIP who, on account of their post or function in the company, take financial or strategic decisions must consult their superior prior to paying and/or hiring companies, associations or charitable bodies not forming part of HIP of which they are directors, executives and/or advisers.
- (8) Only persons authorised by HIP may deal with and/or negotiate with the public authorities, either national or international, in accordance with the powers they have been granted in each case.
- (9) HIP respects the right to participate in political activities. However, such activities must not take place in working time or making use of corporate resources such as computers, telephones or corporate email.

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

The Code of Conduct of HIP expressly prohibits any conduct which directly or indirectly seeks to influence persons outside HIP, whether physical or natural persons, private or public, in order illegally to obtain any type of unlawful benefit.

In view of the above, the activities of Associates of HIP must be governed by the following:

- (1) By way of example and without limitation the following actions are prohibited:
  - Offering, promising, paying or accepting bribes or rewards or any other similar payments to a person, organisation or public official to secure illegal advantages.

- Offering, promising, paying or accepting bribes or rewards or any other similar payments to a public official in view of the post he holds.
  - Making payments, transfers or offers of funds which (i) do not come within the policies of HIP and/or current regulations, (ii) do not have the necessary approval, (iii) are not duly justified and (iv) do not appear clearly and precisely in the accounts.
  - Making or offering or accepting any invitation, gift or courtesy which on account of its frequency, characteristics or circumstances may be interpreted by an objective observer as being made with a view to influencing the impartial judgment of the person receiving it.
  - 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 authorities or any third parties.
- (2) Associates may not give their personal address or any other different from that of HIP to suppliers, third parties and associates for the receiving of gifts.
- (3) Associates of HIP will not make or offer political contributions on behalf of HIP.
- (4) Associates must inform their superiors or the Chief Compliance Officer of any incident concerning possible requests for illegal or similar payments, or any knowledge they may have of analogous transactions.
- (5) The above limits and prohibitions will not be applicable to gifts of symbolic value provided they are completely legal. These include by way of example:
- Propaganda objects of limited value.
  - Gifts of limited value, of a promotional nature, such as calendars, key-rings, pens, etc.; small gifts for birthdays and celebrations, occasional meals, invitations to musical, sporting, theatrical events, etc. of small amount provided the host and/or other Associates of HIP attend the event, prizes in recognition of social, civic, charitable or educational services, etc.
  - Normal invitations not exceeding limits considered reasonable in social uses.
  - Occasional courtesy for specific and exceptional reasons (such as Christmas or commemorative gifts), provided they are not in cash and are within reasonable limits.

- Invitations to cultural events sponsored by HIP, provided they do not represent an abnormally excessive cost.
- (6) Gifts which any Associate of HIP has the intention of giving must be authorised -in advance and in writing - by a competent superior or by the Chief Compliance Officer.
  - (7) Gifts and invitations received by Associates of HIP must be reported in writing to their superior and, if applicable, to the Chief Compliance Officer by way of the form included as **Annex II** of this Policy, and their value may not exceed one hundred (100) Euros per gift / invitation by the same third party per year.
  - (8) If due to the circumstances in which they are received it is obligatory or inevitable to accept gifts exceeding this value, the following applies (i) acknowledge receipt on behalf of HIP, (ii) pass the gift to the Chief Compliance Officer who (iii) will put it to appropriate use (lottery among staff, gift to a charitable institution, etc.), this use normally excluding the use by the person who initially received it.
  - (9) Facilitation payments are prohibited, these being payments which facilitate certain routine tasks (supply of water, electricity, business permits, licences, etc.). The making of gifts to public officials is expressly prohibited.
  - (10) In the case of donations, these must be approved by the Chief Compliance Officer ( if the amount is below 50.000 €) or by the Board of Directors ( if above 50.000€) of the donor company following written verification of (i) the purpose pursued, (ii) certification of compliance with the internal guidelines of HIP, (iii) that there is no public official/authority or public agency/body, trade union or political party or associated foundation linked to the donation, y (iv) that it is not conditional on the providing of business opportunities or other benefits, no type of negotiation being carried out during the same. As regards donations in kind these may be made to public bodies following verification by the Chief Compliance Officer of the particulars referred to above.

It must be established that the organisation receiving the donation is not involved in any type of corruption or other criminal activity or fraud. The work carried out by the institution receiving the donation and the objective and use of the funds donated must be identified, with evidence being kept of all of the same.

The frequency of donations (these should not take place repeatedly nor should an excessive number build up in the same period) and applicable laws should be taken into account on making any type of donation.

Associates are prohibited from seeking donations to third parties or entities on behalf of HIP.

- (11) Documentary evidence of all invitations, donations, gifts and payments must be kept for the time indicated, especially if they may, although circumstantially or indirectly, give rise to complaints or conflicts of interest. All transactions must be documented and filed.
- (12) Apart from the specific monetary limits it is important to ensure that there is a system to monitor and audit expenses on gifts, meals, entertainment and travel.
- (13) HIP has segregation of functions in its power structure for approving and authorising payments, the following basic principles having to be followed:
- All operations of the company involving payments in or out must be recorded accurately, in an orderly fashion and promptly in the accounts or in the appropriate registers.
  - Official standards on accounts must be complied with always and without exception, the accounts also being kept confidential.
  - False, inaccurate or incomplete entries are prohibited.

## V. EXPENSES AND TRAVEL

Transparency of information is a basic principle of the Code of Conduct of HIP, the communication of information having to be honest particularly as regards the accounts.

Hence the conduct of Associates of HIP as regards expenses and travel must be governed by the following principles:

- (1) Travelling and living expenses will be reported to the Financial Department and must comply with the following requirements:
- Only expenses directly relating to the business of HIP will be covered.
  - No expenses may be paid to relatives, friends or other companions of Associates, public officials, authorities or any other third party.
  - Only expenses (i) whose amount, date and origin have been entered in the internal system of HIP, (ii) are accompanied by the receipt and (iii) are directly related to business operations will be reimbursed.
  - Travelling expenses must be suitably recorded in the books and records of HIP in enough detail and in a precise manner which reflects their true nature and amount.
  - Meal expenses must be reasonable and duly recorded.
  - Payments to cover expenses must as far as possible be paid directly to the supplier (e.g. hotels, airlines and car rental agencies).

- It must be ascertained that the payment is permitted under local laws.
- (2) Reimbursable expenses (national and international living expenses, both half and full board) may be subject to limits laid down by HIP.
- (3) Use of corporate credit cards shall be governed by the following principles:
- Use of credit cards is granted exclusively to the Managing Directors and CEO, and exceptionally to staff authorised by the Executive Committee, for work purposes and in accordance with internal rules at all times.
  - Expenses incurred on the corporate credit card are limited to the monthly sum of 2,000 Euros.
  - Except on exceptional occasions the corporate credit card must not be used to withdraw cash.
  - The card is issued under a name, hence the resulting charge will be made to the employee's account and on his responsibility.

## VI. RED FLAG ALERT SITUATIONS

In certain circumstances HIP might be affected by the corrupt practices of third parties. HIP wishes to avoid any risk, direct or indirect, when establishing commercial/professional relations with a third party who commits or seeks to commit an illegal act.

Consequently, Associates must pay particular attention to the Essential Principles contained in this Policy and other guidelines. In addition to this, the presence of any of the following circumstances, given as examples without seeking to be exhaustive, in line with the internal rules of HIP, must be considered evidence or raising suspicion of possible corruption:

- If a third party refuses to complete and sign the “**KYC**” form included as **Annex I** of this Policy, if this is compulsory according to the PBCFT Golden Rules.
- If a third party refuses to include in contracts or agreements of any nature the “**anticorruption clause**” included as **Annex III** of this Policy.
- If a third party asks for payment for goods and/or services of any nature in cash, in accordance with this Policy.
- If a third party asks for payment to be made to an account located in a tax haven or by way of an inactive company.
- If a third party asks for a receipt or document which does not correspond to reality.
- If a third party public official recommends that HIP hire specific persons or companies.

- If a third party seeks unusual or exceptionally high donations for any type of entity or person on behalf of HIP.
- Commissions which are unusual or disproportionate in relation to the service provided.
- Unjustified requests for increased prices to continue with a service, where it had already been previously agreed.
- The supplier of the service having insufficient material and human resources to carry out the agreed service.
- Unexplained or insufficiently explained travelling and/or representation expenses.
- Public information revealing that there is a high level of corruption at the location in question.
- Any type of family relationship between a third party and public officials.

The mere occurrence of any of these circumstances does not prevent the commercial and/or professional relation with the third party. However, the signing of the contract and/or agreement will require the express authorisation of the Legal Department and of the Chief Compliance Officer, it being the responsibility of Associates to alert these of possible evidence or suspicion of corrupt practices.

## VII. COMMUNICATIONS CHANNEL AND CONSULTATIONS

Associates must use the Communications Channel of HIP ([canalhipartners@cuatrecasas.com](mailto:canalhipartners@cuatrecasas.com)) telephone 683 62 23 50 to report any type of non-compliance with this Policy. Communications of non-compliance concerning non-compliance with this Policy will be handled in accordance with the provisions of the Communications Channel Policy and particularly applicable regulations on data protection. HIP may not bring any reprisals against whistleblowers who acted in good faith.

Remember that if you have any doubts about the interpretation and/or application of the content of this Policy you may contact the Chief Compliance Officer directly, sending your questions to the following email address:

[CODIGOCONDUCTA@HIPARTNERS.COM](mailto:CODIGOCONDUCTA@HIPARTNERS.COM)

## VIII. PUBLICITY, TRAINING, UPDATES, MONITORING AND BREACH

This Policy forms part of the internal rules of HIP and must be observed by all persons forming part of the same in the course of their work on an ongoing basis.

- **Publicity:** The Policy will be publicised among the Associates of HIP for them to know its contents in the manner determined by the Chief Compliance Officer.
- **Training:** HIP undertakes to ensure that this Policy and the risks of bribery and corruption are regularly brought to the attention of all Associates. Regular regulatory compliance training will also include specific sections on risks of bribery and corruption and a reminder to Associates of the key obligations under this Policy.
- **Updates:** The Chief Compliance Officer will review the Policy regularly and propose any necessary updates to the Board of Directors, which will be the body responsible for approving updates if substantial alterations occur. Minor amendments may be approved by the Legal and Compliance Committee.
- **Monitoring and breach:** Where the Chief Compliance Officer finds that an Associate has acted contrary to this Policy and in breach of the same, the appropriate disciplinary measures will be taken in light of the circumstances of the case and applicable regulations, including justified dismissal.

## ANNEX I

### Identification of third parties form

#### I) Identification of counterpart

Full name / Company name	
Address / Registered office	
Nationality	
Identity card /Passport/ Tax Identification Number	
Classification of Economic Activity	
Professional activity / Corporate object	
Is the entity public or semi-public? If the answer is yes, to what bodies is it related?	
Does it act on behalf of a natural person third party? In this case the following personal details of the natural person represented must be provided.	
Full name	
Address	
Nationality	
Identity card /Passport	
Professional activity	

#### II) Financial aspects

Is the entity obliged to draw up annual accounts?	
When were the last accounts filed?	
Have the accounts been audited?	
Is the entity in a situation of insolvency or are there grounds for it to be wound up?	
Does the entity have sufficient and necessary financial solvency to allow it to comply with the contractual obligations entered into with [name of company]?	

#### III) Compliance aspects

Does the entity have an ethical code?	
Does the entity have a prevention of criminal risks system?	
Does the entity have a compliance function established?	
If yes, who is its compliance officer?	
Does the entity have policies, procedure or training policies in relation to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 or any other anti-corruption law?	
Is the entity up to date with its obligations to the social security and tax authorities?	
Is the entity in the course of a tax inspection (of any nature)?	
Has the entity been a party to criminal proceedings in the last five years? In what capacity? Were the cases to which it was a party decided with penalties being awarded against it or pleas of guilty?	

Does the entity operate in countries of risk or sanctioned internationally <sup>1</sup> If yes, which ones? And does it produce or market products which could be considered of double use?	
Does the entity operate in territories considered “tax havens <sup>2</sup> ” If yes, what is the nature of these operations?	
Is the entity subject to compliance with obligations for PML/FT? If yes, of which country? What is the regulatory body and what type of information does the entity require for compliance with its obligations (in relation to the proposed transaction)?	

#### IV) Aspects relating to the shareholders and representatives of the entity

Does the entity form part of any commercial group or analogous organisation? If yes, which one?	
Who are the beneficial /ultimate owners of the company? <i>Ultimate owners are natural persons who directly or indirectly hold 25% or more of the company's share capital.</i>	
If there is no beneficial/ultimate owner, indicate the natural person or persons who are responsible in the last resort for the management of the legal person (directors or others), including by way of a chain or control or ownership.  If this is the directors, indicate the type of directorship body and identification data for each of the directors.	
On the basis of what status does the representative of the accredited entity act in respect of Hotel Investment Partners S.A.U. or any of the companies of its group (i.e. director, holder of power of attorney, etc.)?	
Have the beneficial/ultimate owners or the directors been involved in any criminal proceedings? If yes, please give details.	
Indicate whether any of the beneficial/ultimate owners of the entity, its managers, directors, executives or shareholders may be considered a “person with public responsibility”*. If yes, give their full name and family names.  <i>*A person with public responsibility is one who (i) holds or has held (in the last two years) important public office in the Spanish national government, or in other Member States of the EU or third countries (heads of state or of government, ministers or other members of the government, secretaries and sub-secretaries of state, members of parliament, senior judges, ambassadors); (ii) holds or has held (in the last two years) important public office at regional level and local level in Spain (mayors, ministers and other senior positions in provincial or regional</i>	

<sup>1</sup> **Countries, territories or jurisdictions subject to sanctions, embargoes or analogous measures** approved by the European Union, the United Nations or other international organisations and **countries or territories considered non-co-operating** by the Financial Action Task Force on Money Laundering (FATF): Afghanistan; Republic of Guinea (Conakry); Libya; Belarus; Guinea-Bissau; Moldova; Bosnia and Herzegovina; Haiti; Myanmar; Iran; Nigeria; Mali; Burundi; Iraq; Russian Federation; Central African Republic; Kenya; Ruanda; Democratic Republic of Congo; Ivory Coast; Sierra Leone; China; North Korea; Lebanon; Serbia and Montenegro; Egypt; Eritrea; Somalia; Sudan; South Sudan; Syria; Tunisia; Ukraine; Yemen; Zimbabwe; Venezuela; Vanuatu; Tunisia; Sri Lanka; Trinidad and Tobago; Ethiopia; Pakistan. This list may change and should be deemed subject to subsequent update.

<sup>2</sup> **Countries or territories considered tax havens** in accordance with Spanish law (Royal Decree 1080/1991 of 5 July): Bahrain; Brunei; Cayman Islands; Cook Islands; Solomon Islands; Lebanon; Guernsey and Jersey (Channel Islands); Nauru; Gibraltar; Falkland Islands; Dominican Republic; Isle of Man; St. Vincent and the Grenadines; Anguilla; Granada; Mariana Islands; St. Lucia; Antigua and Barbuda; Liberia; Mauritius; Turks and Caicos Islands; Vanuatu; Liechtenstein; British Virgin Islands; United States Virgin Islands; Macao; Bermuda; Seychelles; Monaco; Montserrat; Fiji; Jordan. This list may change and should be deemed subject to subsequent update.

<i>capital cities and other towns and cities with more than 50,000 inhabitants); (iii) a senior management post in a trade union or employers' organisation or political party; (iv) their closest relatives (spouse, parents, brothers and sisters and children and spouses of children) and other close family.</i>	
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**V) Aspects relating to corporate social responsibility, quality and environment**

Has the enterprise signed the United Nations Global Compact?	
Does your organisation support protection of and respect for fundamental human rights, recognised internationally, ensuring it is not an accomplice to violation of the same?	
Does your organisation support freedom of association and effective recognition of the right to collective bargaining? Does your organisation support the elimination of all forms of forced and coerced labour and abuse of authority?	
Are the criteria for access to jobs in your organisation based on equality of opportunity and finding the best person for the job, rejecting all types of discriminatory practice?	
Does your organisation have a documented Quality Control System?	
Does your organisation have a system of recognition and assessment of suppliers?	
Does your organisation have documented Environmental Management System? Has an analysis been carried out of the environmental impact of the value chain of the organisation? If yes, has any action been taken to mitigate it?	
Does the company have a programme to combat climate change?	

The person signing this document declares that:

- he or she has completed this form freely and voluntarily;
- all of the data and information contained in this form is true and accurate;
- he or she has sufficient and necessary legal capacity for signing this document;
- he or she has complied with all of the requirements laid down by the law on data protection for the gathering of personal data and the transfer of the same to [name of company].
- he or she undertakes to keep the information up to date and inform [name of company] of any changes to the same.

In [place], on [day] of [month] of [year]

\_\_\_\_\_  
 Mr./Ms [given name and family names of person signing]  
 On behalf of [name of company]  
 Post: [post held by person signing]

**Please attach the following documentation to the form:**

**A) In the case of natural persons:**

- Copy of currently valid identity card (or in case of foreign nationals, passport or document valid in country of origin). In the case of a natural person acting on behalf of another natural person, also include copy of currently valid identity card (or in case of foreign nationals, passport or document valid in country of origin) of person represented.
- Document showing ownership of bank account used for payment issued within the last twelve months.

**B) In the case of legal persons:**

- Public deed showing company name, legal form, registered office, Tax Identification Code and current articles of association of the company, or certificate from the Commercial Registry.
- Copy of last annual accounts filed with Commercial Registry and any auditors' report. If more than 6 months have passed since the close of the financial year referred to in the Annual Accounts, please also provide the most recent available balance sheet and profit and loss account.
- Copy of certificate of beneficial ownership of the company and copy of identity card (or in case of foreign nationals, passport or document valid in country of origin) of beneficial owners. If there are no beneficial please provide the deed of appointment of the directors and a copy of the identity document of each of them.
- Diagram of structure of any group of companies the entity is part of.
- Deed of power of attorney granted to person signing form.
- Document showing ownership of bank account used for payment issued within the last twelve months.

## **PROTECTION OF PERSONAL DATA**

We inform you that the personal data gathered for this form will be processed by Hotel Investment Partners S.A.U. address Edificio Sarrià Fórum, Avda. Sarrià 102-106, Planta 11, 08017 Barcelona ("HIP"). We also inform you that the contact details of the data protection officer are [dpo@hipartners.com](mailto:dpo@hipartners.com).

This data will be processed for the management and performance of the contractual relation. HIP does not take automated decisions which might affect you on the basis of the personal information it currently processes. Therefore, the legal basis of the processing is performance of the contractual relation.

Personal data will be processed only for the time for which it is necessary, useful and relevant, and only third parties to which it is legally necessary to supply it and companies to which internal management services have been outsourced will have access to it.

For the sole purpose of carrying out necessary checks for the prevention of money laundering your personal data may be transferred to companies of the Blackstone Group to which HIP belongs located within the European Economic Area or the United Kingdom. Service suppliers based in countries which do not guarantee the same level of data protection as the European Union, such as the United States, may have access to your personal data.

We also inform you that you may exercise your rights of access, correction, restriction, opposition, erasure and portability by writing to the address given above.

By signing this document you expressly authorise HIP to assign your personal data to the Blackstone Group and to third parties supplying services to HIP outside the European Economic Area, on the terms referred to above.

## ANNEX II

### **Form for acceptance/making of gifts**

Reason for the communication	<input type="checkbox"/> Acceptance of gift
	<input type="checkbox"/> Making of gift
Name of employee/executive who makes/receives the gift	
Post held in the company and Department to which he belongs	
Full descripción of gift	
Approximate value of gift	
Maker/receiver of gift and/or gratuity, indicating given name and family names, entity to which he belongs and post held in the same.	
Do you know of the making/acceptance of any gift of the same entity or the same giver by the staff of [name of company], over the last twelve months?	
Date of presentation /receipt of the gift	

The Chief Compliance Officer is hereby informed of the gift made/received, which is described in this form, in accordance with the company's Anti-Corruption Policy.

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Signed The Employee

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Signed Superior/Chief Compliance  
Officer.

## ANNEX III

### **Anti-corruption clause.**

1.- [\*\*\*] undertakes, recognises and guarantees that:

- a) Both [\*\*\*], and any of the companies or persons who control it, and the subsidiaries of [\*\*\*], its shareholders, executives, directors, employees and agents related in any way with the object of this Contract, will comply at all times during this Contract (including the acquisition of any products and/or content related to the supply of goods and/or services forming the object of this Contract) with all laws, statutes, regulations and codes applicable on matters of combating corruption (collectively “Rules on Combating Corruption”);
- b) In relation to this Contract, neither [\*\*\*] nor any of the companies or persons who control it, nor the subsidiaries of [\*\*\*], its shareholders, executives, directors, employees and agents will offer, promote or deliver, or on the date of this Contract coming into force have offered, promoted or delivered, directly or indirectly, money or objects of value to (i) any “**Public Official**”<sup>3</sup> in order to influence the actions of the public authorities or in any way obtain an unfair advantage; (ii) any other person, if it is known that all or part of the money or object of value will be offered or delivered to a public official in order to influence the actions of the public authorities or in any way obtain an unfair advantage, or (iii) to any other person in order to induce them to act unfairly or in any way illegally;
- c) [\*\*\*] acknowledges having been duly informed of the contents of the Code of Conduct of HIP, which contains the values, principles and ethical standards which govern the operations of the company, its employees, executives and directors. [\*\*\*] expressly undertakes strictly to comply with the Code of Conduct of HIP as its compliance constitutes an essential condition for the satisfaction of the interests of [name of company] by virtue of this Contract.
- d) [\*\*\*] will preserve and maintain accurate and reasonably detailed financial books and records in relation to this Agreement and the Relevant Undertaking;
- e) [\*\*\*] has and will keep updated throughout the term of this Agreement its own policies or procedures to ensure compliance with the Rules on Combating Corruption, sufficient to reasonably ensure that any breach of the said Rules on Combating Corruption will be anticipated, detected and discouraged;
- f) [\*\*\*] will inform [name of company] immediately of any breach of its obligations as set out in paragraphs (a), (b) and (c) of this Clause 1. In the event of breach, either direct or indirect by way of the third parties with whom it has relations, [name of company] reserves the right to warn [\*\*\*] by written demand for the immediate adoption of the appropriate corrective measures.
- g) For the sake of clarity, the declarations, guarantees and undertakings [\*\*\*] contained in this Clause 1 shall be fully applicable to any third parties subject to the control or influence of [\*\*\*], or who act on behalf of [\*\*\*], in relation to this Contract; and hence [\*\*\*] declares that it has adopted reasonable measures to ensure compliance with the above by the said third parties. Likewise no right or obligation, and no service to be provided by [\*\*\*], in relation to this Contract shall be assigned, transferred or subcontracted to any third party without the prior written consent of name of company[name of company];
- h) [\*\*\*] will certify regularly that it complies with third Clause 1, on being required to do so by [name of company].

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<sup>3</sup> “Public Official”: includes any person who works for or on behalf of a department of the national, state, provincial or local government, body, agency or other entity of the government (including undertakings controlled or owned by the government) or any international public organisation. The term also includes political parties, party officials and candidates for public office.

2.- Breach.

- a) *Breach of this clause 1 shall be considered a serious breach of this Contract. In the event of such breach, unless it is remedied in accordance with the provisions of section 1.(e) of this Clause in the non-extendible period of five (5) business days, [name of company] shall be entitled to terminate this contract unilaterally and immediately, without prejudice to the compensatory credit it has against [\*\*\*] for any damage caused to it and any claim for payment of [\*\*\*] may be rejected by [name of company].*
- b) *Insofar as permitted by law, [\*\*\*] shall indemnify and hold HIP harmless from and against all claims, damages, losses, penalties and costs (including legal fees) and any expense deriving from or related to breach by [\*\*\*] of its obligations contained in section 15.1 of this Clause.*

3.- *[name of company] shall be entitled to audit compliance by [\*\*\*] with its obligations and declarations contained in section 1 of this Clause. [\*\*\*] shall co-operate fully in any audit, review or investigation carried out by or on behalf of [name of company].*