

CODE OF CONDUCT OF SUPPLIERS OF FUTBOL CLUB BARCELONA

JANUARY 2021

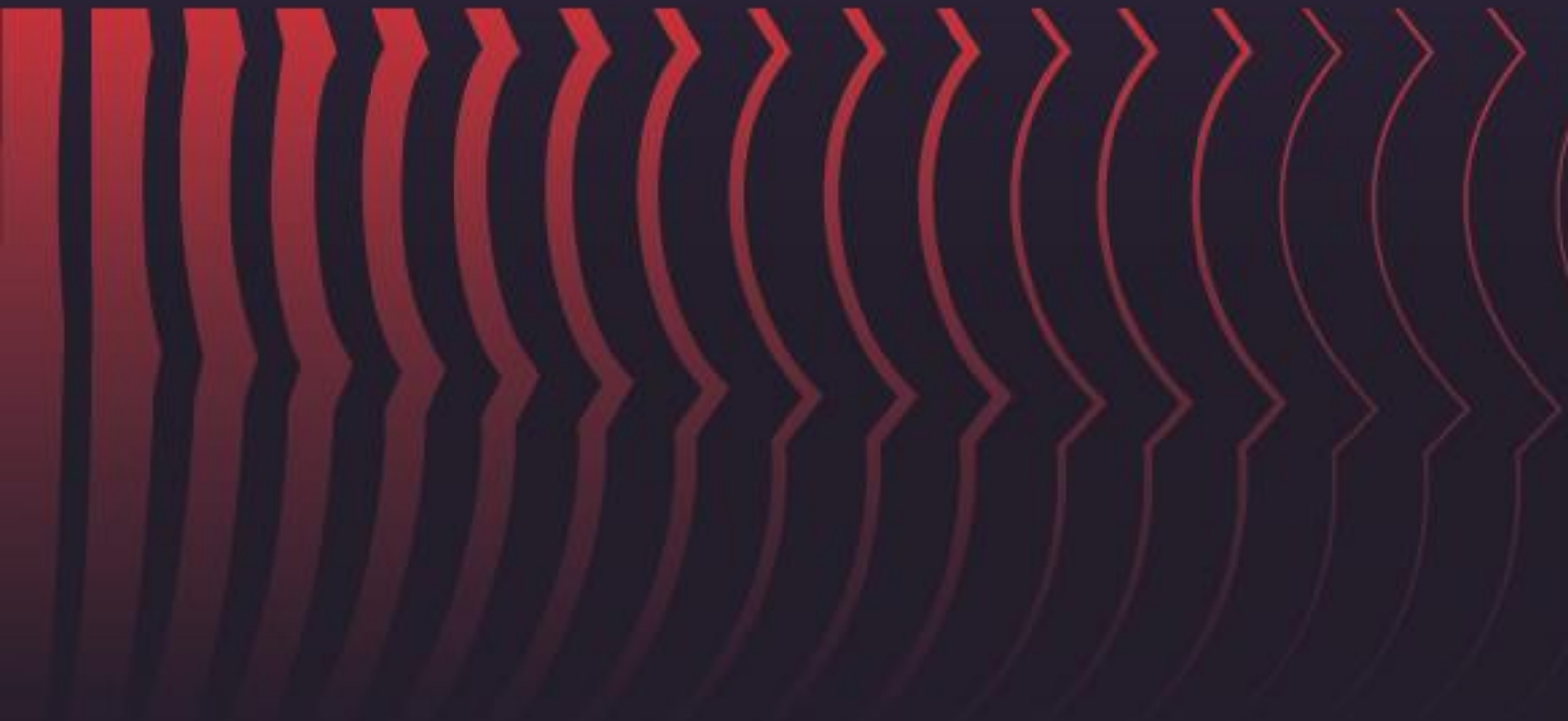




TABLE OF CONTENTS

- 1. Introduction**
- 2. General standards and principles of Conduct**
 - A. Compliance with the Law
 - B. Respect for human rights and labour laws
 - C. Ethical behaviour and measures against bribery and corruption
 - D. Respect for the environment
 - E. Health and safety at work
 - F. Confidentiality of information and the right to privacy
 - G. Defence of free competition
 - H. Intellectual and industrial property rights
- 3. Responsibility and implementation of the Code**
- 4. Breaches of this Code**
- 5. Supervision and verification of this Code**
- 6. Doubts, queries and communications**



FC BARCELONA

1. INTRODUCTION

Fútbol Club Barcelona and its related entities (hereinafter “FC Barcelona” or “Club”) are entities committed to complying with all laws and applicable regulations, with particular attention to respect for human rights and compliance with anti-corruption legislation. The reputation and integrity of our business partners is therefore key to us.

As a general principle, FC Barcelona will contract with suppliers that work in accordance with the best ethical, social and environmental practices.

The purpose of this Code of Conduct is to establish the minimum standards of ethical and responsible behaviour that must be respected by all suppliers of FC Barcelona.

2. GENERAL STANDARDS AND PRINCIPLES OF CONDUCT

A. Compliance with the Law

FC Barcelona assumes the commitment to perform all its activities in accordance with the legislation in force in all areas of action and in all countries where it develops its activity.

Likewise, suppliers who provide services to FC Barcelona must strictly comply with laws in force, therefore following the spirit and purpose of all laws, as well as the internal regulations of the Club that might be applicable to them.

Suppliers must involve their business partners in complying with current legislation and the best practices, both international and in the sector.

B. Respect for human rights and labour laws

Suppliers of FC Barcelona must respect the internationally recognized human rights set out in the "International Charter of Human Rights" and the principles relating to the rights contained in the "Fundamental Conventions of the International Labour Organization".

For suppliers, respecting human rights and labour laws includes but is not limited to the following:

- Prohibition of forced labour;
- Prohibition of child labour;
- Prohibition of discrimination based on sex, age, race, origin and ideology, among others;
- Respect for the freedom of association and the right to collective bargaining of their employees;



FC BARCELONA

- Prohibition of physical and verbal abuse or any other form of intimidation;
- Ensuring that the working conditions and environment (including wages, working hours, maternity protection, promotion of a safe working environment, etc.) are consistent with applicable international labour standards; and
- Promoting equal opportunities between men and women in all labour processes and areas.

C. Ethical behaviour and measures against bribery and corruption

Suppliers of FC Barcelona must base their relations with the public sector and the private sector, both nationally and internationally, on the principles of transparency and equal opportunity. They must reject any action based on an illegal act that is designed to obtain a competitive advantage over competitors in the market or in public or private contracts. In this regard, suppliers must, at all times, maintain ethical behaviour that allows establishing legitimate and productive relations with the business partners with which they might have a relationship.

Suppliers must establish mechanisms to combat all forms of corruption and bribery in the performance of their activities. They must assume the following commitments:

- Suppliers of FC Barcelona must not accept, offer or give, whether directly or indirectly, any type of advantage or commercial benefit of preferential treatment from or towards any business partner, with the intention of carrying out or maintaining unlawful transactions.
- Suppliers of FC Barcelona must not make payments to facilitate or streamline procedures, consisting in the delivery of money or anything of value, regardless of the amount thereof, in exchange for ensuring or expediting a process or action before any judicial body, public administration or official body.

Moreover, suppliers must notify FC Barcelona of any potential conflict of interest in relation to the service to be provided to the Club.

D. Respect for the environment

Suppliers of FC Barcelona, in the development of their activity, must assume the commitment to seek the greatest respect for the



FC BARCELONA

environment, as well as minimize the negative effects that could eventually be caused. Furthermore, they must comply with and respect the obligations derived from environmental laws in the development of their activity.

E. Health and safety at work

Suppliers of FC Barcelona must apply the occupational risk prevention measures that might be applicable to them.

In this regard, suppliers must conduct their activities such that a high level of safety is achieved in their facilities, products and services, while paying special attention to the protection of their employees, contractors, customers and the local environment.

Within the framework of the contractual relationship with FC Barcelona, suppliers who have to develop their activity at the Club's facilities must know and enforce, among their employees and subcontractors, all health and safety standards that may be applicable to them.

F. Confidentiality of information and the right to privacy

Suppliers of FC Barcelona will neither use nor share confidential, reserved

and/or secret information unless they are expressly authorised to do so.

Suppliers of FC Barcelona will adopt the necessary measures for protecting the information to which they may have access as a consequence of their contractual relationship with FC Barcelona.

Suppliers of FC Barcelona must respect and protect the privacy of the persons with whom they relate, while at all times ensuring compliance with regulations in force regarding personal data protection.

G. Defence of free competition

Suppliers of FC Barcelona will not allow agreements with competitors that, whether express or implicit, have the purpose of influencing their behaviour in the market, thereby altering free competition.

Suppliers will respect any regulation that may be applicable to them regarding the defence of competition and will develop their activity ethically in relation to their competitors.

H. Intellectual and industrial property rights

Suppliers of FC Barcelona must respect all intellectual and industrial property rights,



FC BARCELONA

as well as any other right that a third party may hold over any intangible asset (including but not limited to know-how, business secrets, image rights, domain names, etc.).

In relation to FC Barcelona, suppliers undertake to follow, at all times, the instructions given to them by the Club in relation to the use of content or assets protected by intellectual or industrial property rights. In any event, they must have the prior, written approval of FC Barcelona.

Suppliers of FC Barcelona may not, without the prior, written consent of the Club, make commercial use of the contracts that they might sign with the same or carry out any promotional, advertising or similar actions in which:

- a) Implicit or explicit reference is made to FC Barcelona or its players;
- b) The trademarks and/or other distinctive signs of FC Barcelona might be reproduced; or
- c) All or part of the work resulting from the services provided for FC Barcelona might be reproduced.

The prohibition set forth in this section will remain in force and with full effects even after the dissolution or

termination of any contracts signed between the supplier and FC Barcelona.

3. RESPONSIBILITY AND IMPLEMENTATION OF THE CODE

Suppliers of FC Barcelona undertake to:

- Respect this code as long as they maintain their condition as a supplier of FC Barcelona, while acting in compliance with laws in force.
- Communicate the Code to all their employees, as well as to the companies with which they subcontract within the framework of the contractual relationship with FC Barcelona.

4. BREACHES OF THIS CODE

This Code and all the action principles contained herein must be accepted by suppliers during the official approval process of suppliers. A breach of this Code by suppliers could have various consequences related to the contractual relationship with the Club.



FC BARCELONA

5. SUPERVISION AND VERIFICATION OF THE CODE

FC Barcelona or third parties designated by the same may supervise suitable compliance with this Code by suppliers. Suppliers undertake to facilitate the means and access to facilities and to the necessary documentation for conducting such supervision.

6. DOUBTS, QUERIES AND COMMUNICATIONS

Suppliers of FC Barcelona, if they have any doubts about the interpretation or application of this Code, may make any query through their usual communication channel with the Club.

In addition, FC Barcelona provides its suppliers with a channel whereby they can notify any change of circumstance or notify any other matter that they may deem relevant to correct application of the Code. They may access said channel through the following email address:

compliance@fcbarcelona.cat.



FC BARCELONA

Acceptance of the Code of Conduct of Suppliers of FC Barcelona

In _____, dated _____

Mr/Ms _____, on behalf of and representing _____, duly authorised for this purpose, declares having read and understood the Code of Conduct of suppliers of FC Barcelona and undertakes to comply with the same within the framework of any commercial and/or collaborative framework with FC Barcelona.

Name and surnames

Signature and stamp