

ANTI-CORRUPTION AND BRIBERY POLICY

ANTI-CORRUPTION AND BRIBERY POLICY

INDEX

1. Mission
 2. Values
 3. Context
 4. Objective
 5. Responsibilities
 6. Scope of application
 7. Governing principles
 8. Commitments
 9. Whistleblower Channel
- Annex 1. Model Anti-Corruption & Bribery Clause.

ANTI-CORRUPTION AND BRIBERY POLICY

1. Mission

WALKING WITH PURPOSE

Delighting people with a playful, sustainable and responsible walking experience

2. Values

Real

We have been shoemakers for over 140 years. Quality and craftsmanship remain at the heart of what we do.

Imaginative

Camper thinks differently. And we want to be seen to be different. But not in a loud, showy way. We will add a twist of understated imagination to everything we do – in product, retail and communication.

Playful

Camper is from the Mediterranean. We are serious about what we do but do not take ourselves too seriously. We walk, we don't run. And we will always try to add a smile to life.

Caring

Camper is about people with local values and global horizons. We will do the right thing for the people and the environment wherever we work.

3. Context

This Policy complements the set of corporate policies (the "Regulatory Body") already existing in the Camper Group ("Camper", "Group", "Company") to ensure compliance with prevailing legislation in Spain and abroad wherever it pursues its business transactions.

It is Camper responsibility to comply with all the legislation, both national and international, in the countries where it directly operates, including in this specific case anti-corruption laws.

Considering this, Camper commits to implement all the necessary measures, organizational, technical and disciplinary measures that demonstrate effective internal control in the fight against corruption and fraud in all areas of its business activity.

4. Objective

By means of this Policy, it is our objective to ratify the commitment to a strict and rigorous compliance with legislation on the prevention and fight against all forms of corruption, whether direct or indirect, implementing the principles contained in our **Code of Conduct and Ethics**.

5. Responsibilities

The Camper Board of Directors is attributed with responsibility for approving the strategy and corporate policies for the Camper Group.

The Anti-Corruption and Bribery Policy has the total and absolute commitment of the Executive Committee, headed by the CEO. For this purpose, the Executive Committee should actively and permanently exhibit its commitment to the design, development, implementation, disclosure and continuous improvement of the Anti-Corruption and Bribery Policy.

In turn, the company expects and requires a maximum effort and degree of commitment from all its employees and the rest of the stakeholders in the defence of honesty in their behaviour and their full adherence to this Policy.

6. Scope of application

This strategy is applicable to the entire Group, regardless of geographic location.

It is applicable to all those territories in which Camper operates directly by means of its companies and those in which the marketing and distribution of the products, undertaken by any company of the Group.

The governing principles of this strategy are of compulsory application by all companies of the Camper Group. Their compliance is mandatory for all members of the Executive Committee, the Economic Control Committee and for all those employees that are directly or indirectly involved in client / supplier contracting processes.

7. Governing principles

Camper rejects any form of corruption and in doing so applies a zero-tolerance criterion with respect to any breach of this Policy. Without exception, Camper neither allows nor consents to the participation by its executives and employees in any act of corruption or bribery in the exercise of their professional activity, not even when it is believed that they are acting for the benefit of Camper.

In order to prevent corruption and bribery practices, Camper will conduct all activities relating to its value chain in accordance with prevailing legislation in all areas of activity and in all jurisdictions in which it operates.

8. Commitments

For this purpose, the Camper Group undertakes:

- Not to influence the will or objectivity of the decisions of Camper's staff or other staff to obtain any benefit or trade or business advantage through the use of non-ethical practices and/or those that are contrary to applicable law and to the guidelines established in the Code of Conduct and Ethics.
- To seek to ensure that a conflict of interest does not negatively affect the interest of Camper stakeholders through the identification, prevention and / or management of the conflict of interest.
- To refrain from giving, promising to offer, directly or indirectly, any financial consideration or reward to any natural or legal person, for the purpose of obtaining undue and/or unlawful advantages for Camper in the development of its activity.

- To refrain from allowing any facilitation payment to public officials so that they act to facilitate and/or streamline administrative processes, licensing or similar processes to be undertaken by the Public Administration.
- To refrain from showing support or direct or indirect backing of any other type to any political party, its representatives or candidates.
- To collaborate with not-for-profit entities to ensure a clear and documented mutual benefit among the parties involved and to refrain in all cases from using donations to conceal acts of corruption or bribery.
- To approve internally as part of the Company internal control processes, any financial or in-kind donation, contribution to political parties, lobbies or pressure groups and sponsorships, to ensure there is no corruption and that they fit with Camper vision, and to give full transparency about them by public disclosure.
- To refrain from unduly requesting or collecting, directly or indirectly, commissions, payments or benefits from third parties in investment, disinvestment, financial or expense transactions conducted by Camper.
- To give special attention to those situations or cases in which there are indications of a lack of integrity by the individuals or entities with which business is being done, to ensure that Camper establishes trade relations only with qualified individuals and entities with a suitable reputation.
- To faithfully and appropriately reflect all actions, operations and transactions of Camper in its books and records so as to portray a faithful image of the transactions performed.
- To promote internal training on prevention and the fight against corruption and bribery.

9. Whistleblower Channel

Should any third-party suspect that this Code of Conduct is not being upheld or there are breaches which go against the principles set out in this document they can report the matter to their immediate superior or through the Whistleblower Channel.

For these purposes, Camper makes available to all stakeholders a reporting channel tool managed by a third party, available at <https://report.whistleb.com/en/camper>, which guarantees the confidentiality of the report, unless the employee expressly and voluntarily provides the contact information and authorizes its use, or that is essential to continue with the reporting process.

The Whistleblower Channel, available at Camper Intranet, describes the procedure that staff must follow to report misconduct, or suspicion thereof and the way the report is treated. The Whistleblower Policy also describes the guarantees regarding confidentiality and the protection that staff have.

Camper does not allow any kind of reprisals against staff members who have reported a violation, or possible violation, in good faith, and guarantees to keep confidentiality and prevents any disciplinary action against the staff who have reported such violation.

This document has been approved at the Executive Committee dated on November 6th 2020.

Updated version, January 2022

Annex 1 – Model Anti-corruption clause

[CONTRACTOR] agrees to comply fully with all applicable anti-corruption laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with Camper Anti-Corruption and Bribery Policy.

[CONTRACTOR] agrees that all payments made to [CONTRACTOR] will be made only after receipt by Camper of a detailed and accurate invoice supported by detailed records. Camper will make all payments under this agreement in [LOCAL CURRENCY], only by cheque or bank transfer (not negotiable currency or bearer instrument) to the account of [CONTRACTOR] at a financial institution in [LOCAL JURISDICTION].

[CONTRACTOR] agrees to keep accurate books, accounts, records, and invoices and agrees that Camper is entitled, with the help of external auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of [CONTRACTOR] for compliance with any applicable anti-corruption laws and that [CONTRACTOR] will cooperate fully in any such audit.

[CONTRACTOR] agrees not to subcontract all or part of the agreement, to any other individual or entity without Camper prior written consent.

[CONTRACTOR]'s failure to comply with all applicable anticorruption laws or Camper Anti-Corruption and Bribery Policy will be deemed to be a material breach of the agreement entitling Camper to terminate the agreement. In that event, [CONTRACTOR] will surrender any claim for payment under the agreement including payment for services previously performed. Camper may also terminate the agreement or suspend or withhold payment if it has a good faith belief that [CONTRACTOR] has violated, intends to violate, or has caused a violation of any anti-corruption laws. Camper will not be liable for any claims, losses, or damages arising from or related to failure by [CONTRACTOR] to comply with any such laws or this anti-corruption clause or related to the termination of the agreement under this clause and [CONTRACTOR] will indemnify and hold Camper harmless against any such claims, losses, or consequential damages.