

Corporate Competition Policy

**Approved by the Board
of Directors of El Corte Inglés, S.A.
on 28 June 2023**

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NOTE: The definitions of the most frequently used terms in this document and in the regulations that make up the EL CORTE INGLÉS Criminal Compliance Management System are provided in **Annex 1**.

1. Introduction

Within the El Corte Inglés Group, as reflected in the principles set out in the Group's Code of Ethics, honesty, responsibility and integrity are values that must govern all actions and/or negotiations carried out by its employees and directors. The Code of Ethics establishes these corporate values as the benchmark that must inspire the ethical and responsible conduct of the Group's employees and directors, and therefore requires that business transactions, as well as any other activities, be carried out in an honest, professional and transparent manner. Specifically, this Policy develops the section on integrity, business transparency and competition of the Code of Ethics, pursuant to which the Group undertakes to conduct its business activities, through its employees and directors, in accordance with the principles of fair competition and in full compliance with all applicable rules and regulations.

Since its establishment, the El Corte Inglés Group has been committed to complying with all applicable laws and regulations, both national and international, in the jurisdictions in which it operates, and in particular with competition law.

Accordingly, El Corte Inglés, by resolution of its Board of Directors and in furtherance of the provisions already set out in its Code of Ethics, expresses its intention to align itself with best practices in the field of compliance with competition rules, in particular those set out in the Guide on Compliance Programmes in Relation to Competition Law (hereinafter, the 'Guide') issued by the National Commission for Markets and Competition (CNMC) on 10 June 2020.

Consequently, within El Corte Inglés, the culture of regulatory compliance is promoted and encouraged by the governing body, which is fully committed to regulatory compliance in general and, in particular, to compliance with competition law.

Compliance with competition law forms an intrinsic part of the Organisation's management policies. For this reason, the El Corte Inglés Group adopts this Corporate Competition Policy (hereinafter, the Policy), any breach of which shall give rise to the corresponding disciplinary consequences (see the section 'Reporting of Non-Compliance' of this Policy).

Through this Policy, the governing body of El Corte Inglés, S.A. states that compliance with competition law is not merely a legal obligation, but a core element of the Organisation's culture and of its responsibility towards customers and suppliers.

The El Corte Inglés Group neither engages in nor tolerates any form of conduct that infringes competition regulations and is committed to ensuring that all its activities comply with applicable competition laws and regulations.

2. Purpose of the Policy

The purpose of this Policy is to establish basic criteria for conduct in competition matters, as well as to provide a clearer understanding of Competition law and of the conduct that is prohibited, in order to prevent, identify and avoid infringements of such regulations.

As this Policy is mandatory for all employees and directors of the El Corte Inglés Group, all Members of the Organisation are expected to (i) understand the basic principles of competition law and their impact on the Organisation's activities and their daily functions; (ii) avoid conduct that may infringe competition regulations; and (iii) report, through the channels enabled for this purpose, any conduct of employees or directors that they may detect and that could constitute an infringement of such rules.

3. Scope of Application

This Policy is mandatory and applies globally to all companies within the Group.

All Members of the Organisation shall comply with its provisions, irrespective of their position or the territory from which they operate. It shall also apply to Business Partners when carrying out their activities within the Group.

This commitment shall be formalised as set out in section 7, 'Awareness and Statement of Compliance', of this Policy.

4. Competition Law: Concept and Regulation.

Defence of competition is a branch of law specifically designed to preserve free competition in all aspects of economic activity, preventing restrictions thereto in order, ultimately, to protect consumers through the protection of the competitive process.

In Spain, the Spanish legislation on defence of competition applies (Law 15/2007 on the Defence of Competition and Law 3/2013 creating the National Commission for Markets and Competition, together with their implementing regulations), as well as European Union competition law, primarily contained in the Treaty on the Functioning of the European Union and its implementing legislation.

5. Principles of Action

The El Corte Inglés Group expects all Members of the Organisation to observe the following principles:

- **Respect for the Law:** Ensuring strict compliance with all competition laws and regulations applicable to the Group.
- **Fair Competition:** Promoting an environment of fair and honest competition, avoiding practices that distort the market and may harm consumers or other stakeholders.
- **Prevention of Anti-competitive Conduct:** Identifying and preventing any anti-competitive conduct.
- **Transparency:** Maintaining clear and open communication regarding our business practices, ensuring that all transactions are carried out transparently and in accordance with applicable regulations.
- **Cooperation with Authorities:** Cooperating with the competent authorities in competition matters, providing the information required and not obstructing investigations.
- **Ethics and Integrity:** Acting at all times with ethics and integrity, respecting the principles of fair competition and fostering a fair and competitive business environment.

6. Practices Prohibited by Competition Rules

6.1 Horizontal Conduct

Certain types of agreements between competitors (i.e. horizontal agreements) may generate efficiencies and, ultimately, benefit consumers. This could be the case, for example, for a joint purchasing agreement or an R&D collaboration, provided that certain conditions are met.

However, other agreements between competitors are prohibited by competition law due to their restrictive object or effect and therefore entail significant risks. The prohibition of restrictive agreements applies regardless of the form of the agreement: it applies to both formal agreements (e.g. written agreements) and informal, less binding or even non-binding arrangements (e.g. gentlemen's agreements, letters of intent, oral agreements, etc.)

Agreements between competitors that have the object or effect of restricting competition are strictly prohibited. The following types of agreements between competitors are prohibited, among others:

6.1.1 Price Fixing

Agreements between competitors that have the object or effect of fixing prices or any other trading conditions are strictly prohibited.

Accordingly, in practice, the following conduct, among others, is strictly prohibited between El Corte Inglés Group companies and their competitors:

- a) Setting minimum or fixed prices, margins, discounts, rebates, credit, payment terms, etc.;
- b) Coordinating to increase or decrease prices, even indirectly through suppliers;
- c) Discussing prices in general, including trends;
- d) Requesting or accepting price information;
- e) Attending meetings at which prices are discussed;
- f) Discussing strategies aimed at increasing prices;
- g) Discussing or coordinating how to pass a given cost increase on to the market;
- h) Discussing or coordinating prices to be offered to customers.

The Group's pricing policy and trading conditions shall always be set unilaterally.

6.1.2 Allocation of Customers or Territories

Agreements between competitors that have the object or effect of sharing the market are strictly prohibited. Such agreements may take, among others, the following forms:

- a) Geographic market sharing: the parties allocate certain territories and undertake not to operate in the areas reserved or allocated to the other party;
- b) Product market sharing: the parties allocate the products/services that each may offer on the market, renouncing the marketing of those products/services not allocated to them;
- c) Customer sharing: the parties allocate customers among themselves and refrain from serving customers not allocated to them.

Non-aggression pacts, threats and behavioural signalling (e.g. communications of pricing intentions) are prohibited. However, a genuinely unilateral decision to increase prices, not to sell a given product or not to provide certain services in a particular geographic market, or to a customer or group of customers, is lawful.

6.1.3 Collusion in Tendering (Public or Private)

Agreements between potential competitors to manipulate bids in tender procedures, whether public or private, are prohibited by competition law and, in some jurisdictions (e.g. Spain), may also constitute a criminal offence (in the case of public auctions). The mere exchange of competitively sensitive information (such as bids, intentions to bid, etc.) between competitors before bids are submitted may be sufficient to establish a presumption that bid rigging has occurred and, therefore, an infringement of competition rules.

6.1.4 Information Exchanges

Competition law not only prohibits competitors from agreeing on prices or allocating customers and/or territories; it also prohibits competitor companies from exchanging current or future commercially sensitive information between them, even where no agreement is reached. Such exchange may reduce the uncertainty that must exist in a competitive market and may affect the autonomous behaviour of companies, thereby coordinating their commercial strategies.

Accordingly, no information may be shared with a competitor that discloses, or allows the disclosure of, the business strategies that El Corte Inglés Group companies will adopt in the market.

It is prohibited to disclose/exchange/accept information with competitors relating, in particular and among other aspects, to:

- a) Prices, discounts, rebates, costs (including salaries), pricing policies, announcements of price changes or increases, credit terms, etc.;
- b) Sales volumes, participation in tenders or conditions relating to customers or suppliers;
- c) Business plans, specific agreements with customers or suppliers, purchase or sale trading conditions.

A single exchange of this type of information, regardless of whether an agreement is reached, is considered by competition authorities to be a very serious infringement.

In addition, competition authorities often regard exchanges of commercial information as an indication of the commission of other prohibited conduct (e.g. price-fixing agreements, bid rigging, etc.).

6.1.5 Collusion in Human Resources Management

Certain human resources practices may infringe competition law, including, among others:

- a) No-poach agreements that limit or condition companies' freedom in the labour market by setting limits on contacting and/or hiring employees;
- b) Wage-fixing agreements aimed at establishing, determining or recommending salary levels by category or other elements forming part of employees' remuneration (variable pay, medical insurance, allowances, etc.);
- c) Exchanges of sensitive and strategic information between companies regarding human resources policies, including information on remuneration (salary reviews, bonuses, allowances for travel and relocation, etc.) and/or employment conditions (holidays, insurance, company car, etc.) for company roles.

Particular caution shall also be exercised regarding practices that may facilitate anti-competitive conduct, such as participation in market studies or benchmarking exercises with suppliers or competitors, or participation in round tables or associations without appropriate safeguards against restrictive conduct.

Finally, it is lawful to share information that is strictly necessary regarding employment conditions between interviewer and interviewee during recruitment processes.

6.1.6 Participation in Industry Associations

Industry associations can play an important role in shaping policy and defending the interests of the sector, and in representing their members before public authorities and society. However, associations may also, in certain cases, be a source or focus of restrictive conduct, as they ultimately involve meetings of competing companies.

Accordingly, it is important to have clear rules regarding participation by Group companies in associations in order to avoid potential infringements of competition rules.

6.2 Vertical Conduct

Vertical conduct occurs between companies operating at different levels of the production and distribution chain (e.g. between a manufacturer and a distributor, or between a wholesaler and a retailer).

The most common and serious conduct that may arise within the framework of a vertical agreement or relationship includes the following:

6.2.1 Resale Price Fixing

The fixing of resale prices by a manufacturer vis-à-vis distributors constitutes a restriction of competition. Accordingly, where Group companies act as resellers in their relationships with suppliers, the supplier must never fix, either directly or indirectly, the prices at which the Organisation is to resell the products acquired. This is because El Corte Inglés Group companies must be free to establish their own commercial strategy, including the resale price of products.

6.2.2 Territorial Restrictions / Customer Restrictions

Territorial or customer restrictions are limitations imposed on the distributor as regards the territories and/or customers to whom the distributor may sell the products. Within the European Economic Area, the general principle is that any restriction on the resale of products is prohibited.

6.2.3 Non-compete Obligations (Single Branding)

Under certain circumstances, it is lawful for a supplier to prohibit a distributor from selling competing products. However, the following precautions must be observed:

- a) The non-compete obligation may have a maximum duration of five (5) years, and may be tacitly renewed beyond that period, provided that the distributor is able to effectively renegotiate or terminate the distribution agreement by giving reasonable notice and at a reasonable cost.
- b) Where the non-compete obligation applies post-contractually (i.e. after termination of the agreement):
 - i. The prohibition may only have a maximum duration of one (1) year;
 - ii. The prohibition must be necessary to protect the know-how transferred during the term of the agreement;
 - iii. The prohibition must be limited to the distributor's premises.

6.2.4 Exclusive Supply Obligations

Under certain circumstances, it may be possible to prohibit a Group supplier (e.g. an equipment supplier) from selling its product to a competitor. However, the following precautions must be observed:

- a) Where the market share of both the Group company and its supplier is below 30%, this type of exclusive supply obligation will generally be compatible with competition law, regardless of its duration;
- b) Where either of those market shares exceeds 30%, a more detailed analysis of the situation is required;
- c) In any event, the Legal Department must be consulted before entering into an exclusive supply obligation in order to determine its compatibility with competition law.

6.3 Abuse of Dominant Position

A dominant position is not prohibited in itself; only the abuse of such position is prohibited.

A higher level of responsibility is required of a company in a dominant position: the same conduct may be abusive where the company is dominant and, conversely, lawful where it is not. In other words, companies in a dominant position may not engage in conduct that is permissible for other companies.

A company holds a dominant position in a market where, in the conduct of its commercial strategy, it is able to act independently of its competitors, suppliers or customers.

In order to assess whether a company holds a dominant position, the relevant market in which it operates must first be defined, in terms of both the product or service market (i.e. which other products or services exert significant competitive pressure on the product or service under analysis) and the geographic market (i.e. the area in which competitive conditions are sufficiently homogeneous). As a general rule, a product belongs to a specific market if it is 'reasonably interchangeable' with other products, both from the demand side and, above all, from the supply side.

Once the relevant market has been defined, market share is the most relevant factor in assessing whether a dominant position exists. While it is an important factor, it is not the only one. Other factors to be taken into account include the number of competitors and their respective market shares, barriers to entry, the degree of market dynamism (entry and expansion of competitors), and the bargaining power of demand.

A market share below 40% makes the existence of a dominant position unlikely (although, from 30%–35%, it may be advisable to analyse in detail whether such a position exists).

Where a company holds a dominant position in a particular market, certain unilateral conduct which might otherwise be considered perfectly lawful business practices may be regarded as abusive and, consequently, prohibited.

6.4 Unfair Conduct

In addition to anti-competitive agreements (whether horizontal or vertical) and abuse of a dominant position, Spanish competition law (unlike EU competition law) also prohibits a third category of conduct: acts of unfair competition which, by distorting free competition, affect the public interest.

Any conduct that is objectively contrary to the requirements of good faith is considered unfair. Examples of unfair conduct include deceptive, confusing or disparaging acts.

Acts of unfair competition *per se* may be pursued under the Unfair Competition Law before the Commercial Courts. However, where, due to their nature or scope, such acts not only constitute unfair conduct but also distort free competition, they become infringements of the Law on the Defence of Competition and may be prosecuted by the CNMC.

The Group must avoid engaging in conduct that may be considered unfair or contrary to free competition.

The following are examples of unfair competition practices:

- a) Deceptive practices;
- b) Confusing practices;
- c) Misleading omissions;
- d) Aggressive practices;
- e) Denigrating practices;
- f) Comparative practices in certain circumstances;
- g) Imitation practices in certain circumstances;
- h) Exploitation of another's reputation;
- i) Violation of trade secrets;
- j) Inducement to contractual breach;
- k) Infringement of rules that provides a significant competitive advantage;
- l) Discrimination;
- m) Exploitation of a situation of economic dependence;
- n) Selling at a loss in certain circumstances;
- o) Unlawful advertising;
- p) Unfair commercial practices towards consumers due to their misleading or aggressive nature.

7. Risks Associated with Mergers and Acquisitions

In addition to prohibiting the conduct described in the 'Horizontal Conduct' section of this Policy, competition law includes a set of rules known as merger control provisions, under which certain mergers and acquisitions or the establishment of joint ventures—referred to as 'concentrations'—must be notified to the competent competition authority for prior approval where the parties exceed certain turnover and/or market share thresholds.

Accordingly, in the context of any concentration subject to a notification obligation, there is a duty not to implement the transaction until authorisation has been obtained (the so-called 'standstill' obligation). Anticipating the acquisition of control entailed by the transaction constitutes an infringement of competition rules, commonly known as gun jumping. To avoid this, the parties to the transaction must act independently in the market until closing, and the acquirer must not begin to take decisions regarding the target company before authorisation to implement the transaction has been granted by the competition authority.

Furthermore, where the parties to the transaction are competing undertakings, there is an additional obligation to avoid unlawful exchanges of information—an obligation that always applies to competitors, as set out in the 'Information Exchanges' section of this Policy. To this end, any exchange of information between competing parties to a transaction must comply with the following rules:

- a) Restrict access to competitively sensitive information by establishing a structure commonly referred to as a 'clean team', consisting only of individuals with no day-to-day business responsibilities, preferably limited to external advisers; or
- b) Limit the information accessed by redacting or aggregating data, or by any other procedure that removes its competitively sensitive nature.

8. Legal Consequences of Non-Compliance with Competition Law

Infringement of competition rules may expose the Organisation to the following consequences:

- i. **Fines of up to 10% of the Group's total worldwide turnover;**
- ii. **Liability of the parent company** for infringements committed by its subsidiaries (unless it can demonstrate that it does not determine the subsidiary's conduct), such that the parent company may be held jointly and severally liable for payment of the fine imposed on a subsidiary, and the Group's consolidated turnover may be used to calculate the sanction;
- iii. **Payment of damages arising from civil actions** brought by customers, end consumers, competitors, suppliers and, in general, any party harmed by anti-competitive conduct, including, where applicable, public administrations;

- iv. **Fines of up to EUR 60,000 imposed on natural persons** involved in the anti-competitive conduct;
- v. **Prohibition from contracting with the Public Administration;**
- vi. Significant **reputational** damage to the Group and to sanctioned employees;
- vii. **Nullity of anti-competitive agreements;** and
- viii. Costs and time devoted to management and **legal defence** in potential sanctioning proceedings and/or claims for damages.

9. Sanctions for Non-Compliance with Competition Regulations

Failure to comply with the provisions of this Policy, as well as with any other internal rules of the Group and its Code of Ethics, may give rise to the application of the appropriate disciplinary measures, in accordance with the provisions of the Workers' Statute, the applicable Collective Bargaining Agreements, and other applicable labour legislation.

10. Due Diligence in the Selection of Third Parties

Due diligence processes refer to the selection processes and the ongoing management of relationships with the El Corte Inglés Group's Business Partners, with the aim of ensuring that their conduct is at all times aligned with the Organisation's values and rules, the applicable regulations in the relevant markets, and existing good practices.

Accordingly, due diligence in competition matters is an essential process to ensure that the Organisation operates in compliance with competition laws and regulations, promoting a fair and transparent business environment.

This process involves the identification, assessment and management of competition-related risks in order to prevent anti-competitive conduct and ensure regulatory compliance.

To this end, the Organisation shall:

- Conduct an initial assessment of its activities in order to identify potential anti-competitive risks.
- Review and update internal policies to ensure that they expressly prohibit anti-competitive practices.

- Establish internal control procedures to monitor and review business decisions that may have implications for competition.
- Ongoing training: Provide ongoing training, in particular to those groups that are especially exposed, on competition law and the internal rules applicable in this area.
- Establish a secure and confidential non-compliance reporting channel, enabling all Members of the Organisation and other stakeholders to report anti-competitive conduct without fear of retaliation.

Likewise, those Members of the Organisation who, by virtue of their position, are entrusted with powers relating to the selection or approval of Third Parties shall assess whether such Third Parties have measures in place to identify, prevent and appropriately respond to competition risks in the transactions, projects or activities forming part of the commercial or contractual relationship with the companies of the El Corte Inglés Group.

11. Awareness and Statement of Compliance

Compliance with ethical rules and standards represents both a corporate commitment and a strategic objective for the Organisation. Therefore, all Members of the Organisation are expected to be familiar with and adhere to the contents of this Policy. Likewise, all Business Partners are expected to act in accordance with its principles.

This commitment shall be formalised through:

- Statements of compliance with the principles set out herein by Members of the Organisation, through their adherence to the **High Ethical Standards**.
- Compliance clauses included in contracts** with Business Partners
- Formal agreements or acknowledgement** by the governing bodies of the companies within the El Corte Inglés Group, in accordance with applicable internal regulations.

Such agreements and their renewals shall be notified to the El Corte Inglés Group's Compliance and Risk Control Department.

In the event of significant changes to this Policy (i.e. changes that require formal approval from the Board of Directors of El Corte Inglés, S.A.), the preceding commitments shall be formally renewed.

In order to ensure that all Members of the Organisation are aware of the contents of this Policy, it shall be made available through the internal communication systems and on the corporate website of El Corte Inglés. In addition, this Policy shall be subject to training, awareness-raising and sensitisation actions to ensure its proper understanding and effective implementation.

In particular, attendance at competition-related training provided by the Organisation shall be mandatory for all employees and directors, in order to ensure knowledge and understanding of these rules and to mitigate the risk of non-compliance.

The Organisation shall respond promptly to any breach of the provisions set out in this Policy, in accordance with its internal regulations and in compliance with all applicable legislation.

12. Reporting of Non-Compliance

The Compliance and Risk Control Department must be made aware of any potential breach of this Policy or of the applicable legislation in this area in order to address the matter promptly and effectively. Accordingly, any Member of the Organisation, Business Partner or Third Party with a direct relationship and a legitimate commercial or professional interest who becomes aware of any conduct that may be incompatible with competition rules, detects a breach of this Policy, or has doubts as to whether an observed practice may constitute conduct contrary to such rules, shall be obliged to immediately contact the Compliance and Risk Control Officer of the El Corte Inglés Group via the Ethics Channel, using any of its available means of communication:

- **Digital Channel:**

The El Corte Inglés Group's digital channel can be accessed via the following website:

<https://www.elcorteingles.es/informacioncorporativa/es/gobierno-corporativo/etica-y-cumplimiento/>

This access is available on the corporate website and, additionally, on the NEXO intranet for Members of the Organisation.

- **Postal address:**

El Corte Inglés, S.A.
Compliance and Risk Control Officer
Hermosilla, 112
28009 Madrid

- **Compliance and Risk Control Department – Phone number: 91 401 85 00**
- **Request for a face-to-face or remote meeting**

The information communicated through this Channel is confidential, as is the identity of reporting persons acting in good faith, whose cooperation the Organisation appreciates and in respect of whom it guarantees the absence of retaliation of any kind.

In addition, the Compliance and Risk Control Officer may act on its own initiative by investigating any indication of non-compliance with this Policy.

13. Approval, Effective Date and Updating

This Policy shall become effective on the date of its approval by the Board of Directors of El Corte Inglés S.A.

This Policy shall be kept up to date over time. To this end, it shall be reviewed on a regular basis, annually, and on an extraordinary basis, and in any event as promptly as possible, whenever relevant changes occur in the Group's scope of activity or organisation, such as significant internal reorganisations, structural changes (including mergers and acquisitions), entry into new markets, changes to the corporate purpose, significant case-law developments or legislative reforms that directly or indirectly impact the practical application of competition rules and, consequently, of this Policy.

The Compliance and Risk Control Department shall be responsible for assessing any proposed amendments, with the support of the Compliance and Risk Control Committee.

In addition, where such changes are significant, they shall be submitted for approval to the Board of Directors, following a proposal from the Audit and Control Committee.

Whenever, as a result of a review, relevant changes are introduced into this Policy, such changes shall be given broad publicity, and the new version of the document shall be published both on the corporate intranet and on the corporate website.

Likewise, annual competition training shall be updated to incorporate and address any new developments introduced.

14. Dissemination

Once approved by the Board of Directors of El Corte Inglés, S.A., this Policy shall be made available on NEXO for all Members of the Organisation and on the corporate website for all ECI Group stakeholders.

Likewise, the Compliance and Risk Control Department shall promote the necessary actions to ensure its proper dissemination and awareness.

15. Control, Monitoring and Supervision

15.1 Control and Monitoring

The Compliance and Risk Control Department shall be responsible for controlling and continuously monitoring compliance with the provisions of this Policy, in accordance with the procedure set out in the Charter and the Regulations of the Compliance Function Bodies.

15.2 Supervision by Internal Audit

The Internal Audit Function shall review the adequacy and effectiveness of the measures implemented within the Criminal Compliance Management System to oversee compliance with the regulations applicable to the Organisation's various activities, issuing the corresponding report, which shall be submitted to the Audit and Control Committee.

The Internal Audit Function shall review the El Corte Inglés Group's Criminal Compliance Management System to the extent that the Annual Audit Plan approved by the Audit and Control Committee includes work related to such system, and, on an extraordinary basis, as a result of the occurrence of incidents or the identification of irregularities. Following such audits, the Internal Audit Function shall issue the corresponding report, including recommendations where opportunities for improvement are identified.

Any opportunities for improvement that may be identified as a result of these reviews shall be considered as part of the continuous improvement process of the Criminal Compliance Management System.

VERSION HISTORY

Version 1.0 approved by the Board of Directors on 28/June/2023

Version	Date of amendment	Purpose of the amendment	Sections affected
2.0	30/Oct/2024	<ul style="list-style-type: none"> - Align Policy with the requirements of the Corporate Sustainability Reporting Directive. - List the Principles of action - Include more aspects of the Due Diligence process. - Include a reference to the new internal rules governing the Group companies' compliance with the Corporate Policies. - Update digital channels for reporting non-compliance. - Include 'Dissemination' section 	<ul style="list-style-type: none"> - Introduction - Principles of Action - Due Diligence - Awareness and Statement of Compliance - Reporting of Non-Compliance - Dissemination
3.0	29/Oct/ 2025	<ul style="list-style-type: none"> - Include collusive practices in human resources management 	<ul style="list-style-type: none"> - Practices prohibited by competition rules

Last revision, 29 October 2025

Annexes

Annex 1 - Definitions

Below are the definitions of the terms most frequently used in this document and in the related rules that make up the EL CORTE INGLÉS Criminal Compliance Management System.

- **Abuse of a Dominant Position:** Conduct carried out by a company in a dominant position consisting of the exploitation of its customers or suppliers or the exclusion of its competitors. This is an objective concept and does not require intent. There is no closed list of practices that may constitute an abuse of a dominant position.
- **Audit and Control Committee:** A standing body of the Board of Directors with an informative and advisory role, without executive functions, and with full powers of information, advice and proposal within its scope of action, which includes, among other areas, Regulatory Compliance.
- **Board of Directors:** The governing body of El Corte Inglés, S.A., ultimately responsible for the management and results of the activities carried out by the Company, its system of governance and corporate policies, to which Senior Management reports and is accountable.
- **Business Partners:** Any natural or legal person, other than Members of the Organisation, with whom the Organisation maintains or intends to establish a business relationship. By way of example, but not limited to, this includes intermediaries such as agents or commission agents, external advisers, suppliers, customers, joint ventures, or any natural or legal persons contracted by any of the companies within the El Corte Inglés Group for the delivery and/or receipt of goods and/or the provision of services.
- **Chief Compliance Officer / Regulatory Compliance and Risk Control Department:** A single-body function, endowed with autonomous powers of initiative and control, entrusted, among other responsibilities, with supervising the proper functioning of the Organisation's Compliance Management System in general, and the Criminal Compliance Management System in particular. The existence of the Criminal Compliance body fulfils the requirement established in Spanish criminal legislation (Article 31 bis of the Spanish Criminal Code) regarding supervision of the Criminal Compliance Management System.
- **Collusive Conducts:** Coordination of the competitive behaviour of companies. In cases of collusion, such coordination is likely to result in higher prices, restricted output and increased profits for the participating companies. Collusive behaviour is not always established through explicit agreements between companies; it may also arise where companies act independently but, recognising their interdependence with competitors, jointly exercise market power. This practice is described as 'tacit collusion'. Source CNMC.

- **Competition Rules:** Rules aimed at ensuring the existence of effective competition between companies, which is a defining feature of a market economy, with the ultimate objective of enabling consumers to benefit from lower prices or increased output, variety and quality of products, thereby improving overall social welfare. In Spain, competition rules are set out in Law 15/2007, of 3 July, on the Defence of Competition, and in the Treaty on the Functioning of the European Union, together with their implementing provisions.
 - **Compliance and Risk Control Committee:** A collegial body of an executive nature and oriented towards decision-making, entrusted with advising the Head of the Compliance Function and the Head of the Risk Control and Management Function on all matters it deems relevant in the performance of their respective functions.
 - **Criminal Control Perimeter:** It comprises El Corte Inglés, S.A. and the entities that have adhered to the Crime Prevention Policy and to the broader Criminal Compliance Management System of El Corte Inglés, S.A. by decision of their governing bodies, and which do not have their own Head of Regulatory Compliance nor autonomous management in this area.
 - **Dominant Position:** A position of economic power that enables the company holding it to hinder the maintenance of effective competition in the market by allowing it to behave with a significant degree of independence from its competitors, customers and, ultimately, consumers.
 - **EL CORTE INGLÉS:** Includes El Corte Inglés, S.A. and the entities that fall within its Criminal Control Perimeter.
 - **El Corte Inglés Group / the Group / the Organisation:** The group of companies that make up the El Corte Inglés Group.
 - **Gun Jumping:** The implementation of an economic concentration transaction that should have been notified for prior authorisation before approval has been granted by the competent authority (in Spain, either the CNMC or the European Commission). This practice constitutes an infringement of the Competition Defence Act (LDC) or Regulation (EC) No 139/2004, as companies are required to notify such transactions and await authorisation before implementation when certain thresholds are exceeded.
 - **Horizontal Restrictive Conduct:** Agreements between competing companies that have the object or effect of restricting competition.
 - **Internal Reporting System:** The preferred channel for reporting potential irregularities. This System comprises the reporting channel itself, understood as the means for receiving information, as well as the System Manager, the Policy and the Procedure for managing communications.
 - **Internal Reporting System Manager:** Within the El Corte Inglés Group, responsibility for the Internal Reporting System lies with the Chief Compliance Officer.
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- **Members of the Organisation:** Members of the Board of Directors, Senior Management, executives, employees, temporary workers or workers under collaboration agreements, volunteers of the Organisation, and any other persons under the hierarchical authority of any of the above.
- **National Commission for Markets and Competition (CNMC):** An independent administrative authority with its own legal personality that promotes and safeguards the proper functioning of all markets in the interests of consumers and businesses. Among other functions, it enforces competition law in Spain.
- **Protection of Competition:** Effective competition between companies is one of the defining elements of a market economy. It disciplines corporate behaviour and reallocates productive resources in favour of more efficient operators or techniques. This productive efficiency benefits consumers through lower prices or increased output, variety and quality of products, thereby enhancing overall social welfare. Source CNMC.
- **Reporting Person:** A natural person who uses the Internal Reporting System to report individual or collective conduct occurring within the Organisation that may constitute a breach of the Code of Ethics or of other documents forming part of the Criminal Compliance Management System.
- **Retaliation:** Any act or omission prohibited by law, or which, directly or indirectly, entails unfavourable treatment placing the affected person at a particular disadvantage in a work-related or professional context solely due to their status as a reporting person or as a result of having made a public disclosure.
- **Senior Management:** Employees of the Organisation who, by decision of the Board of Directors and under its organic or functional dependence, or that of one of its Committees or members, are classified as such by exercising powers inherent in the legal ownership of the Company and relating to its general objectives, with autonomy and full responsibility, limited only by the criteria and direct instructions issued by the governing bodies.
- **Stakeholders / Interest Groups:** Natural or legal persons who, without being Business Partners or Members of the Organisation, may be affected or perceived to be affected by a decision or activity of the Organisation.
- **Third Party:** Any natural or legal person or independent body external to the Organisation.
- **Unfair practices:** Conduct classified as such under Law 3/1991, of 10 January, on Unfair Competition.
- **Vertical Restrictive Conduct:** Agreements between companies operating at different levels of the production and distribution chain that have the object or effect of restricting competition in the market.