

**Abra Group Limited**

[www.abragroup.net](http://www.abragroup.net)



# Anti-Corruption Policy

March 20<sup>th</sup>, 2024



## ANTI-CORRUPTION POLICY OF ABRA GROUP LIMITED

### 1. PURPOSE AND SCOPE

To outline and explain the prohibitions against bribery and corruption in all of the operations of Abra Group Limited (“**Abra**” or the “**Company**”), highlight the specific compliance requirements relating to these prohibitions, and to reinforce the Company’s commitment to conduct business globally with the highest standards of honesty and integrity.

As a global group of companies, the Abra Group (as defined below) must comply with the anti-bribery and corruption laws and regulations of every country in which it operates. As a company incorporated in the United Kingdom, Abra is subject to the requirements of the U.K. Bribery Act (“**UKBA**”). The UKBA prohibits the payment of bribes and other illegal payments to foreign Government Officials (as defined in Section 2.1) anywhere in the world. Violating the UKBA or any other applicable anti-corruption laws potentially exposes Abra and any Employees and/or Third-Party Intermediaries (both as defined herein) involved (regardless of nationality or location of residence) to significant criminal, civil, and/or administrative liability, and related fines and/or penalties.

In this Policy (as defined below), “**Affiliate**” means any person directly or indirectly controlled by or under common control with Abra, and Abra and its Affiliates are jointly referred to as the “**Abra Group**”.

This Anti-Corruption Policy of Abra Group Limited (this “**Policy**”) commits Abra and its Affiliates in all operations throughout the world to conducting business ethically and with the utmost integrity. Should any Affiliate have its own policy related to anticorruption, such policy shall prevail with respect to such Affiliate.

This Policy requires compliance with all relevant laws and regulations against bribery and corruption including, but not limited to, the UKBA and other applicable anti-bribery statutes and implementing rules and regulations.

This Policy also reflects Abra’s commitment to adhering to the relevant standards set forth in the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Government Officials in International Business Transactions, the United Nations Convention Against Corruption, the United Nations Global Compact, and the Inter-American Convention Against Corruption. Furthermore, it is Abra’s policy that all Third-Party Intermediaries (as defined in Section 2.4 below) and other business partners that Abra engages with comply with the same laws, regulations, standards, and ethical business practices (“**Business Partner Due Diligence Procedure**”).

This Policy specifically prohibits Abra Group’s directors, officers, managers, collaborators, agents, representatives, interns and employees (collectively, “**Employees**”), and all “**Third-Party Intermediaries**” (as defined in Section 2.4) retained by Abra Group from engaging in any corrupt activity and directly or indirectly offering, promising, providing, or authorizing anyone to provide money or “**Anything of Value**” (as defined in Section 2.2) to a “**Government Official**” (as defined in Section 2.1) or any private individual or entity for the purpose of obtaining or retaining any “**Improper Advantage**” (as defined in Section 2.3).

Accordingly, as a company committed to compliance and the highest ethical standards, Abra expects all Employees and Third-Party Intermediaries to comply with this Policy, all associated procedures, its Code of Conduct, and all U.K. and other applicable anti-corruption laws and regulations. Abra will not authorize or tolerate any business practice that does not comply with this Policy. Additionally, all Employees are required to review their respective business practices on a periodic basis and, if

inconsistent with this Policy in any way, work with the compliance area of the Company (“**Compliance Area**”) to make the appropriate practice adjustments to ensure compliance.

In addition to the Compliance Area, the Company will also have an Ethics Committee, which, once created, will be responsible for analyzing any reports submitted to the Compliance Area or to the hotline/helpline website, as provided in this Policy.

The creation of the Ethics Committee, its composition and manner of operation will be approved by the Nomination and Governance Committee of the Company.

This Policy is not designed to provide answers to all issues and considerations pertaining to bribery and related matters that may arise in the course of Abra Group’s business. Also, the examples provided in this Policy are intended to help the reader understand the subject matter and the critical importance of compliance; they do not reflect an exhaustive list of circumstances covered by this Policy. Therefore, whenever there is any uncertainty about whether this Policy applies, or if you have any questions or suspicions about the propriety of any conduct, you must promptly seek advice from the Compliance Area.

All Employees, as well as all Abra Group’s business partners, are expected to become familiar with, and comply with, this Policy, and to recognize and report potential anti-corruption and compliance-related issues in time for them to be appropriately addressed by the Ethics Committee and the Compliance Area.

This Policy applies to all of Abra Group, including the international operations and any business activities managed or conducted on Abra Group’s behalf by Third-Party Intermediaries, including joint ventures. Every Employee (as defined above) is required to become familiar with, and abide by, this Policy. In addition to Abra’s Affiliates, this Policy also applies to the agents, representatives, consultants, independent contractors, and other Third-Party Intermediaries engaged by Abra Group. The Compliance Area will collaborate with these Affiliates to ensure that they promptly adopt policies and procedures that promote the same standards, principles, and objectives advanced by this Policy.

## **2. DEFINITIONS**

### **2.1 The term “Government Official” means:**

- A. Any officer or employee, appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government;
- B. Any individual who, although temporarily or without payment, holds a public position, employment or function;
- C. Any officer or employee of a public international organization such as the United Nations or the World Bank;
- D. Any individual acting in an official capacity for or on behalf of a government agency, department, ministry, or public international organization;
- E. A political party, political party official, or any candidate for political office;
- F. Any officer or employee of a state-owned or state-controlled entity, as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power); or

- G. Any member of a royal family (note that such individuals may lack formal authority but may otherwise be influential in advancing the Company's business interests either through partially owning or managing state-owned or state-controlled companies).

Please Note: Family members of any of the individuals listed above may also qualify as Government Officials if Employee or Third-Party Intermediary interactions with them are intended or have the effect of conferring Anything of Value on a Government Official. Any questions relating to whether an individual or an entity is a Government Official should be directed to the Compliance Area.

**2.2** The term “**Anything of Value**” is broad and can include any item of monetary value exceeding USD100, including, but not limited to, the following:

- A. Cash or the equivalent (including gift cards);
- B. Benefits and favors (such as special access to a government agency);
- C. Performing services that would otherwise have to be paid for or purchased;
- D. Gifts;
- E. Contracts or other business opportunities awarded to a company in which a Government Official has an ownership or other beneficial interest;
- F. Employment or consultancy opportunities;
- G. Charitable donations;
- H. Political contributions;
- I. Medical, educational, or living expenses;
- J. Travel, meals, lodging, shopping, or entertainment expenses; or
- K. Granting discounts, upgrades, courtesies or special fares.

**2.3** The term “**Improper Advantage**” covers almost any improper payment made in a business context, such as paying or giving Anything of Value to a Government Official or private individual or entity, directly or indirectly, in order to:

- A. Influence or prevent a governmental action, or any other action, such as the awarding of a contract, imposition of a tax or fine, or the cancellation of an existing contract or contractual obligation;
- B. Obtain a license, permit, or other authorization from a government entity or Government Official that Abra Group is not otherwise entitled to;
- C. Obtain confidential information about business opportunities, bids, or the activities of competitors;
- D. Influence the award of a contract;
- E. Influence the termination of a contract that is disadvantageous to Abra Group; or
- F. Secure any other Improper Advantage.

**2.4** The term “**Third-Party Intermediary**” means any individual (not employed by Abra Group) or entity engaged (formally or informally) by Abra Group to act for or on Abra Group’s behalf, regardless of the name or title of the individual or entity.

This definition includes, but is not limited to, the following:

- A. Any individual or entity used for obtaining and/or retaining business, such as agents, advisors, consultants, subcontractors, sales representatives, and joint venture partners;
- B. Any individual or entity acting to secure a license, visa, permit, or other form of authorization from, or by intervening in a regulatory matter with, a Government Official;
- C. Any individual or entity used to represent Abra Group or its interests before a government, government entity, or state-owned or state-controlled company;
- D. Any individual or entity used to represent Abra Group in tax or legal matters;
- E. Any individual or entity used to represent Abra Group in the customs clearance process; or
- F. Any individual or entity used to represent Abra Group before any client.

**2.5** The term “**Facilitating,**” **Expediting,**” or “**Grease**” **Payment means:** Any small or nominal payment made to a Government Official, typically to speed up and/or secure the performance of a non-discretionary “routine governmental action.” Such payments are prohibited (as discussed below in Section 5 of this Policy).

- A. By way of example, “routine governmental actions” may include the following:
  - (i) Obtaining permits, licenses, or other official documents to qualify a person or entity to do business in a foreign country;
  - (ii) Processing governmental papers, such as visas and work orders;
  - (iii) Providing police protection, mail pick-up and delivery, or scheduling inspections;
  - (iv) Providing phone service, power and water supply, loading cargo, or protecting goods from deterioration; or
  - (v) Actions of a similar nature.

### **3. PROHIBITED AND RESTRICTED PAYMENTS**

This Policy prohibits the offer, promise, authorization, or payment of money or Anything of Value, either directly, or indirectly through a Third-Party Intermediary, to a Government Official or private individual or entity, in order to secure an Improper Advantage.

Importantly, key anti-bribery statutes prohibit these payments of money or Anything of Value whether they are made directly or indirectly through Third-Party Intermediaries.

Please Note: Even the offer of money or Anything of Value in the manner described above is prohibited, regardless of whether the money or item of value is accepted by the intended recipient.

### **3.1 TYPES OF BRIBERY**

#### **3.1.1 Bribery Of Government Officials**

Under this Policy, offering, giving, promising, or authorizing the offering, giving, or promise, of money or Anything of Value, to a Government Official, directly or indirectly, to obtain an Improper Advantage, qualifies as bribery.

#### **3.1.2 Private Sector (Commercial) Bribery**

Abra also prohibits bribery in the private sector. Accordingly, no Employee may offer, give, promise, or receive money, or Anything of Value, to or from an individual or entity in the private sector, in order to obtain an Improper Advantage.

### **4. PROCEDURES**

#### **4.1 GUIDELINES FOR PERMISSIBLE PAYMENTS**

This Policy permits Employees to provide modest gifts, meals, entertainment (collectively, "Hospitality"), travel benefits, or other things of value to Government Officials and private individuals, as long as the provision of such items is legal and directly related to:

- A. The promotion or demonstration of Abra Group's products and services; or
- B. The performance of a particular contract of Abra Group with a government or state-owned or state-operated entity.

Below are the Company's requirements under this Policy with respect to the circumstances by which certain things of value may be provided.

##### **4.1.1 Gifts And Hospitality (Includes Meals and Entertainment)**

The Company's business decisions and those of its partners must be made objectively, without influence by gifts or favors. A small, reasonably priced gift or gesture of respect or gratitude may sometimes be an appropriate way for business people to display respect for each other. Nevertheless, regardless of value, the giving or receipt of a gift, meal, entertainment, or other hospitality benefit must not be done with the intent to improperly influence a Government Official or any other party doing business with Abra Group.

Accordingly, under certain limited circumstances, the Company allows for the provision of gifts, meals, entertainment, promotional items of Abra Group, and other items of nominal value, to Government Officials or any other party doing business with Abra Group. Before providing any gift, meal, entertainment offering, or other hospitality benefits, review the guidance provided in this policy and direct any questions about gifts and hospitality to the Compliance Area.

##### Requirements for any Gift or Hospitality Benefit

- A. It is not made with the intent to influence the recipient in order to obtain or retain any improper business advantage for Abra, its Affiliates or any other individual or entity, or as an explicit or implicit exchange for favors or benefits, or for any other corrupt purpose;
- B. It is not given to a Government Official, commercial entity, or related individual when a contract or regulatory decision of Abra or its Affiliates is pending with that official, entity, or individual;

- C. It does not include cash or a cash equivalent (such as gift certificates or vouchers);
- D. It is not lavish or extravagant – rather, it must be of reasonable/modest value (e.g., insignificant compared with average local salaries);
- E. It is provided (or received) on an infrequent basis -- no more than four (4) times per 12-month period, with each individual gift, meal, entertainment offering, or other hospitality benefit counting as one (1) time for purposes of the frequency limitation;
- F. It does not include expenses for any of the recipient's relatives;
- G. It is provided openly and transparently;
- H. It is given in connection with the promotion, demonstration, or explanation of Abra Group's products or services;
- I. It is in accordance with the local laws and culture of the country in which you are operating;
- J. It is fully documented and supported by receipts and corresponding paperwork; and
- K. It is timely and accurately recorded in the books and records of the giving company.

#### **4.1.2 Travel, Education, And Related Expenses**

Abra Group may receive requests to host Government Officials for training or other business-related reasons, either at the company's facilities, or at training opportunities sponsored by outside vendors. Abra Group may also be asked to host Government Officials at operational meetings, project meetings, or other events. A request to pay the travel expenses of any Government Official, within or outside his or her home country, must be carefully reviewed to ensure consistency with this Policy and the applicable laws of the Government Official's country.

Also, note that even where local laws may permit the payment a Government Official's expenses, there could be additional U.K. or other legal requirements applicable to the handling, accounting, and reporting of such payments. These laws and regulations must be considered when planning Abra Group-paid travel for any Government Official or private individual.

Before you provide any travel, education, or related expenses to Government Officials or private individuals, review this policy and direct any questions about these expenses to the Compliance Area.

#### **4.1.3 Donations & Sponsorships**

The Company supports making contributions to the communities in which it does business and permits reasonable donations to charities. However, reasonable steps must always be taken to verify that any such contribution is not an illegal payment to a Government Official in violation of this Policy and any applicable anti-corruption laws or regulations.

Donations and sponsorships are permitted, provided that they adhere strictly to internal procedures, the Company's Articles of Association, and any applicable laws and regulations in force, and cannot be used as a means to improperly influence business decisions. Donations and sponsorships must not be used to promote illegal payments, and adequate due diligence must confirm that the recipient charity does not act as a conduit to fund illegal activities in violation of this Policy or of any applicable anti-corruption laws or regulations.

Any Employee making a request for a charitable donation must submit appropriate supporting documentation so that it can be accurately recorded in the books and records of the donating company. For purposes of this section, charitable contributions include money, services, and Anything of Value.

Before you provide any donation or sponsorship, review this policy and direct any questions about donations or sponsorships to the Compliance Area.

#### **4.1.4 Promotions and Marketing**

Abra Group uses promotional and marketing activities to conduct business. Marketing and promotional expenses involving public or private individuals may be allowed with appropriate approvals. If Government Officials or any other potential Abra Group customers will be involved in the receipt of gifts, meals, entertainment, or expense reimbursement as part of a promotional activity, please observe this Policy and consult the Compliance Area for appropriate guidance.

Any approved expenses must be paid directly to the provider, should be directly related to the promotion of Abra Group or its products/services, and be properly documented and recorded.

#### **4.1.5 Political Contributions**

This Policy prohibits any political contribution, including any such contribution to a political party or candidate for political office, for or on the behalf of Abra Group, without the authorization of the board of directors of the Company (the “**Board**”) in accordance with the Code of Conduct, this Policy, and all applicable laws and regulations.

This Policy is not intended, however, to prevent Employees from participating in the political process in their home countries (or where they may be located), or from making personal political contributions. However, should they wish to do so, Employees may not represent that their own political contributions (or any related opinions or affiliations) are related in any way to Abra Group.

Please direct any questions about political contributions to the Compliance Area.

#### **4.1.6 Conflict Of Interest**

All Employees must avoid conflicts of interest and are expected to perform their duties conscientiously, honestly, and in accordance with the best interests of Abra Group. Employees must not abuse their position, misuse confidential knowledge for personal or Third-Party Intermediary gain, or have any direct involvement in any business in conflict with Abra Group’s commercial interests, or that in any way compromises their independence and impartiality.

Additional guidance on the question of conflicts of interest is provided in the Code of Conduct.

#### **4.1.7 Mandatory Due Diligence For Engaging Third-Party Intermediaries And Other Business Partners**

Abra can be held liable for the actions of associated persons, agents, suppliers, consultants, contractors, and other business partners with whom it conducts business -- primarily Third-Party Intermediaries -- particularly where a Third-Party Intermediary is performing services or otherwise conducting dealings, discussions, or negotiations for or on behalf of Abra Group with public or private organizations (and/or their officials, officers, or other employees).

Under applicable law, Abra may be held responsible for the actions of such Third-Party Intermediaries in giving or accepting bribes, for example, and/or failing to take sufficient steps as a company to



prevent Third-Party Intermediaries from participating in bribery or related conduct, whether or not the Company was actually aware of the alleged improper conduct.

Therefore, an Employee must never ask a Third-Party Intermediary to engage in (or condone) any conduct that the Employee is prohibited from engaging in himself or herself under this Policy. Also, an Employee must never turn a “blind eye” to suspected violations of this Policy by Third-Party Intermediaries or disregard otherwise suspect circumstances. Any actual or suspected inappropriate conduct must be promptly reported to the Compliance Area.

All Third-Party Intermediaries conducting business with, for, or on behalf of Abra Group are required to act with the highest level of business, professional, and legal integrity. Any Abra Group employee seeking to establish a business relationship between the relevant company and a Third-Party Intermediary must, prior to engaging the Third-Party Intermediary, carefully review this policy and any Abra Group’s Business Partner Due Diligence Procedure then in place.

While the amount of time and effort required for Third-Party Intermediary due diligence will depend on the number and complexity of the issues raised during the due diligence review and the particular country(ies) involved, the scope of a due diligence review should be sufficient to determine the compliance-related risks Abra Group may face in conducting business with the prospective Intermediary or other business partners.

Generally speaking, the due diligence review should determine, among other things: (i) whether or not an individual proposing to serve Abra Group in exchange for payment is a “Government Official”; (ii) whether or not an entity employs a “Government Official” or is a company in which a “Government Official” has an ownership interest or serves on the board of directors; (iii) whether the services the individual or entity is being put forward to perform are necessary to further an existing business initiative or contract; (iv) whether the individual or entity has the expertise, experience, and other qualifications to perform the necessary services in a legitimate fashion; and (v) whether or not the individual or entity is likely to engage in practices that could expose Abra Group to liability.

Any issues or Red Flags (as discussed in Section 7) raised during the course of the due diligence review must be addressed to the satisfaction of the Compliance Area before formally entering into, or continuing, the relationship. If necessary, Abra may engage the services of external vendors to research the ownership, expertise, experience, and other qualifications of the Third-Party Intermediary under consideration to perform under a proposed or existing agreement with Abra.

Due diligence efforts are conducted under the leadership of the Compliance Area in conjunction with the rules, guidance, and process described in the Company’s Business Partner Due Diligence Procedure. If you have any questions about the need for due diligence or how to properly perform your role in the due diligence process, please consult the Compliance Area.

Abra is committed to undertaking appropriate and reasonable due diligence on the reputation and integrity of any business in which it invests. Accordingly, due diligence shall be undertaken with respect to mergers, acquisitions, and joint ventures. Guidelines for appropriate due diligence with respect to these affiliations can be found in the Company’s applicable policies and procedures.

Finally, the Company requires written agreements for all engagements with Third-Party Intermediaries and other business partners. In certain limited circumstances involving the acquisition of goods or services from a supplier, the written agreement may be in the form of a purchase order, which will include appropriate anti-corruption covenants.

## **5. FACILITATING PAYMENTS**

The use of facilitating payments (as defined in Section 2.5), may be considered a customary way of doing business in some countries. It is, however, important to understand that such payments are prohibited by the anti-bribery laws of many countries, including the U.K. (under the UKBA). Additionally, clients whose projects Abra Group may be supporting might prohibit such payments. Furthermore, facilitating payments are generally illegal under the local laws of most countries worldwide. Based on the above, this Policy prohibits Employees or Third-Party Intermediaries from making facilitating payments on the Abra Group's behalf.

## **6. BOOKS AND RECORDS, ACCOUNTING, AND PAYMENT PRACTICES**

In compliance with applicable laws, it is Abra's policy to maintain at all times accurate and reasonably detailed books and records that reflect Abra's transactions. Compliance with this Policy is regularly audited and subject to the Company's internal controls procedures. In reference to this instruction, the records of all payments made or received must accurately and properly reflect the transaction. Moreover, the Company prohibits secret, unrecorded, or unreported transactions.

To ensure compliance with this Policy and relevant, applicable laws, it is essential that all Abra Group business and financial records fairly and accurately reflect each transaction involving company business and/or the disposition of company assets. All expenses must be accurately accounted for, include appropriate supporting documentation, and be promptly entered into company records before they are reimbursed.

This includes, for example, the accurate identification (in expense reports and related business and financial records) of all payments to Third-Party Intermediaries acting for or on Abra Group's behalf, as well as all charitable donations, gifts, meals, entertainment, or other hospitality involving Government Officials or private individuals or entities.

It is a violation of this Policy for any Employee or any Third-Party Intermediary to condone or knowingly disguise, falsify, or request reimbursement for any expense that does not meet the requirements of this Policy.

## **7. RED FLAGS**

While each proposed business transaction, engagement, or related payment must be evaluated on its specific facts, particular attention must be given to bribery and corruption-related "**Red Flags**." Red Flags will be deemed to exist whenever some fact or circumstance suggests that the particular transaction, relationship, or engagement involves a likely risk of bribery and/or corruption.

When a Red Flag is identified, careful consideration must be given to the steps that should be taken to mitigate or eliminate the bribery or corruption risk the particular relationship may present, including possible termination of the relationship.

The following are examples that may suggest non-compliance with this Policy, or represent common areas of corruption-related compliance risks. If you become aware of the existence of any of these circumstances or are suspicious in any way relating to such circumstances, you should promptly inform the Compliance Area or report the concern through the Company's Hotline/Helpline.

Please Note: This list is not exhaustive.

- A. Transactions involving a country known for corrupt payments;
- B. Payments offered or made in cash or cash equivalents (including gift cards);
- C. Extravagant or lavish gifts or hospitality involving a Government Official;

- D. Offshore payments or payments made to countries traditionally known as tax havens;
- E. Inadequately documented payments or expenses;
- F. Employee or Third-Party Intermediary requests that a transaction is structured in a manner to disguise material facts or to evade local laws;
- G. Third-Party Intermediary requests payment in a country other than the country in which it has its registered headquarters or senior management offices, or in which it has a permanent establishment directly involved in the performance of the business for which it was retained;
- H. Third-Party Intermediary is not qualified or lacks the necessary experience and resources to perform the functions for which the Third-Party Intermediary has been hired or retained;
- I. Third-Party Intermediary was recently created or otherwise lacks any historical information;
- J. Third-Party Intermediary refuses to certify to anti-corruption compliance, or objects to anti-corruption representations, warranties, covenants, audit rights, and related language in agreements with the Company;
- K. Third-Party Intermediary with current or previous cases of corruption or other legal violations;
- L. Third-Party Intermediary with questionable or duplicated responsibilities;
- M. Third-Party Intermediaries recommended by a Government Official;
- N. Third-Party Intermediaries who have a personal family or business relationship with a Government Official;
- O. Third-Party Intermediaries requesting unusual contract terms or payment arrangements that raise concerns under U.K. and/or other local law (including anti-money laundering laws), such as payment in cash, payment in another country's currency, payment to a third party that is not connected in any way to the business transaction, or payment prior to a purchase agreement being finalized (or any other form of advance payment);
- P. Third-Party Intermediary's commissions or fees exceed the customary rate for similar services in the geographic area, or unreasonably exceed rates paid for similar services elsewhere.

## **8. OTHER ISSUES RELATED TO THIS POLICY AND ANTI-CORRUPTION COMPLIANCE**

### **8.1 SANCTIONS**

Abra and/or its Employees can be investigated by government regulators in different jurisdictions and, depending on the circumstances, prosecuted administratively, under civil law, or under criminal law. This can result in severe fines and penalties, debarment, and/or imprisonment if the Company and/or its Employees are found to be in violation of applicable anti-corruption and anti-bribery laws and/or regulations.

Any Employee found to be in violation of this Policy will be subject to disciplinary action, which may include termination of employment in accordance with applicable laws and company policies.

Agents, consultants, and other Third-Party Intermediaries working for Abra Group found to be in violation of this Policy may be subject to termination of the business relationship, as well as any other legal and remedial actions available under applicable law.

## **8.2 REPORTING CONCERNS**

It is the responsibility of all Employees to ensure compliance with this Policy. If you have any questions or concerns about past or proposed actions by anyone at Abra Group (or any Third-Party Intermediary working with Abra Group in any capacity) that could violate this Policy or applicable law, please promptly contact the Compliance Area at [Compliance@abragroup.net](mailto:Compliance@abragroup.net) or at the hotline/helpline website [EthicsPoint - Abra Group Limited](#).

## **8.3 NO RETALIATION**

As stated in the Code of Conduct, regardless of the type of alleged misconduct reported, or the method of reporting, the Company will not tolerate retaliation or retribution against anyone who makes a good faith report of an alleged violation of the Code of Conduct, this Policy, other applicable policies, or applicable laws and regulations, regardless of the results of the investigation of the allegation(s).

## **8.4 TRAINING**

Periodic training on the anti-corruption program will occur on a schedule determined annually by the chief compliance officer of the Company (the “**Chief Compliance Officer**”). This training will, at a minimum, include senior management and Employees whose responsibilities require them to interact with Government Officials, as well as employees in Accounting, Sales, Internal Audit, Internal Controls and Risk, Legal, Marketing, Compliance, and Procurement – plus Third-Party Intermediaries, as necessary and appropriate.

## **8.5 CERTIFICATION**

All Employees who are determined by the Chief Compliance Officer to require mandatory anti-corruption training must, as part of successfully completing this training, certify, in writing:

- A. That they have received, understand, and will comply with Abra’s policies and procedures relating to anti-corruption compliance;
- B. That they have acted in compliance with and will continue to act in compliance with such policies and procedures; and
- C. That they will promptly report any allegations, violations, or compliance-related concerns of which they become aware.

## **8.6 ANTI-CORRUPTION PROGRAM REVIEW**

The Chief Compliance Officer (or designee) will periodically assess the effectiveness of the anti-corruption compliance program and report their findings to the CEO, CFO and the Ethics Committee of the Company.

## **8.7 DOCUMENT AND MAINTAIN**

The Chief Compliance Officer (or designee) shall regularly document the Company’s anti-bribery compliance efforts in order to demonstrate that the Company disseminated, implemented, and enforced its anti-corruption compliance program, as expected by regulators in the U.K. and other countries in which Abra Group operates. Records of educational materials, attendance at training

sessions, certifications of compliance, due diligence efforts, suspicious activity reports, and compliance reviews shall be maintained on a regular basis.

## **9. PUBLICITY**

The Compliance Area is responsible for ensuring that all directors, officers, and employees are aware of this Policy.

## **10. ASKING QUESTIONS AND REPORTING INCIDENTS OR CONCERNS**

The Employees are encouraged to ask questions regarding this Policy. Any question or uncertainty about a specific situation relating in any way to this Policy (or related policies or procedures) should be addressed to the Compliance Area before taking action. Employees must promptly report any bribe, solicitation, or offer of an improper payment or advantage.

You may ask questions or make a report to the Compliance Area at: [Compliance@abragroup.net](mailto:Compliance@abragroup.net). You can also use the Company's confidential Hotline/Helpline or visit the ethics channel for additional assistance or further information about reporting at [EthicsPoint - Abra Group Limited](#).

Any reports submitted to the Compliance Area or to the hotline/helpline website will be analyzed by the Ethics Committee.

## **11. IMPLEMENTATION**

This Policy and its associated procedures describe the rules and guidelines of this Policy and the Company's anti-corruption compliance program. For any questions regarding the proper interpretation of this Policy, please consult the Compliance Area.

## **12. POLICY OWNERSHIP**

The Board is responsible for maintaining, managing, and administering this Policy through the Ethics Committee and the Compliance Area. This Policy is subject to amendment, as the Board deems necessary and appropriate, on the advice of the Ethics Committee and/or the Compliance Area (in coordination with the legal department), based on changes in the applicable policy or relevant laws and regulations.

## **13. PREVALENCE**

This Policy should be read in conjunction with other policies and procedures of the Company related to anticorruption. In the event of a conflict between this Policy and other Abra policies, or in a situation where the provisions of this Policy are more specific than the other policies, Employees must apply the more restrictive policy or procedure. In such a circumstance, please notify the Compliance Area so that it can promptly address the conflict, advise you about any appropriate steps to take and, if necessary, update the relevant policy or procedure.

In case of conflict between this Policy and the Company's Articles of Association, the Articles of Association shall prevail. In case of conflict between this Policy and the Company's Shareholders' Agreement, the Shareholders' Agreement shall prevail.

## **14. MISCELLANEOUS**

Capitalized terms used but not defined in this Policy shall have the meaning ascribed to them in the Articles of Association.

Violations of this Policy may result in disciplinary and legal action for all employees of the Abra Group, regardless of their hierarchical level or position.

In case of violations, the cases must be examined by the Compliance Area, and then submitted to the Ethics Committee and/or to the Board, as the case may be, for the adoption of the appropriate measures.

For more information, please email the Compliance Area at [Compliance@abragoup.net](mailto:Compliance@abragoup.net).