

# ANORA GROUP PLC

## Anti-bribery and -corruption Policy for Business Partners

### 1. Introduction

***The foundation of this Policy is the principle of unconditional zero-tolerance towards bribery and corruption in all of its forms, including facilitation payments.***

As part of its anti-bribery and -corruption initiatives, Anora Group Plc (“Anora”) has introduced this Anti-Bribery and -Corruption Policy for Business Partners (hereinafter referred to as “Policy”). This Policy constitutes an integral part of all agreements entered into by Anora with its suppliers and other business partners.

Being compliant with anti- bribery and -corruption rules and principles enables Anora to maintain its good reputation and to contribute to the general well-being in all countries where it is operating. All actions of Anora’s suppliers, vendors and other business partners ultimately influence Anora’s good reputation, either strengthening it or endangering it.

Therefore Anora expects its representatives, consultants, agents, subcontractors, distributors, vendors and other parties (hereinafter jointly referred to as “Business Partners” or individually “Business Partner”), when performing services for Anora or on its behalf or engaging in any other business dealing on behalf of or for the benefit of Anora, to unconditionally comply with this Policy, in addition to any applicable local anti–bribery and -corruption laws.

### 2. Bribery and corruption

#### 2.1 Definitions

***Corruptive behavior*** means any kind of dishonest behavior by those in positions of power. Corruption includes e.g. giving or accepting bribes or inappropriate gifts, double dealing, under-the-table transactions, manipulating books, diverting funds, laundering money, nepotism, conflict of interest and defrauding investors.

***Bribing*** means the act of giving money, goods or other forms of reward or benefit to a recipient in exchange for an alteration of his/her decision to the benefit/interest of the giver. Without bribing the recipient would otherwise not alter his/her decision.

***Government official*** means any officer or employee of a government or agency, including local and municipal agencies and bodies, state owned or controlled enterprises, public agencies or international organizations. This means that also e.g. members of political parties or party officials or candidates can be considered government officials, as well as any person acting in an official capacity on behalf of any of the foregoing.

#### 2.2 Principles

Anora maintains an unconditional zero tolerance towards any kind of unjust and unfair influencing in connection with its business operations. Accordingly, this means that a Business Partner must not directly or indirectly, through or by a sub-contractor, agent or other intermediate, accept, offer to pay, pay or give anything of value to/from any government employee or official, any political party official or candidate, or any employee or official of any international organization or any other individual or legal person or entity, with the intent of improperly influencing,

obtaining or retaining business or to securing any improper advantage to/from its business partners or government officials, which is or could be seen as corruptive behavior.

A Business Partner must abstain from giving its business partners' decision makers any gifts or benefits for the purpose of influencing their decision-making in the course of a bidding processing or business negotiations.

### **3. Gifts, Hospitality and Entertainment**

#### **3.1 Definitions**

**Hospitality** means the provision or acceptance of meals, refreshments and other such consumables in connection with business dealings.

**Gift** means any item, service, or a combination thereof, of value that is given for the personal benefit of the receiver at no cost, at a very low cost or at otherwise disproportionate conditions.

**Entertainment** means access to events or activities or other such treatment offered for the personal benefit of the receiver and hosted by the offeror. As entertainment can be understood hosted theater events, sport events and other events of recreational nature.

#### **3.2 Principles**

##### **3.2.1 Hospitality**

A Business Partner shall always abstain from accepting or offering hospitality if doing so might compromise, or appear to compromise, the Business Partner's or the receiver's objective decision making.

Providing or accepting hospitality in the form of meals and beverages is acceptable when such is customary and reasonable, in connection with normal conduct of business, reasonably infrequent, does not influence the Business Partner's or the receiver's decision-making, and is in line with this Policy and local business practice in the country in question.

##### **3.2.2 Gifts and entertainment**

A Business Partner must not accept or give gifts or entertainment if doing so is intended to compromise, might compromise, or appear to compromise, his/her or the receiver's ability to make objective business decisions.

The Business Partner shall never accept or request, give or offer:

- monetary gifts, including cash or securities;
- gifts or entertainment in connection with bidding or procurement processes. Hospitality is however allowed to the extent it cannot compromise, or appear to compromise, the Business Partner's or the receiver's ability to make objective business decisions;
- gifts, hospitality or entertainment to government officials, their family members or interested parties thereof.

### **4. Implementation**

Anora reserves the right to monitor and audit its suppliers and third parties in order to ensure compliance with this Policy. Anora will only conduct such audit should it have a genuine reason to suspect that a Business Partner is not in

compliance with the principles of this Anti-Bribery and -Corruption Policy. Any audit shall be conducted as non-invasively as possible to achieve the objective of the audit.

If this anti-bribery and -corruption policy has been significantly violated, Anora shall have the right to terminate the contract and cooperation with the Business Partner, applying if necessary a notice period reasonable under the circumstances to safeguard the Anora's business interests.