



# **Anti-Bribery and Anti-Corruption Policy**

December 17, 2021

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## **1. Anti-Bribery and Anti-Corruption Policy**

### **1.1. Enfinity Global Group's Commitment**

At Enfinity Global Group we are strongly committed to maintaining the highest level of professional and ethical standards in the conduct of our business in all countries in which we operate or otherwise have business connections.

Enfinity Global Group has a zero-tolerance policy approach to any form of bribery or corruption. Thus, Enfinity Global Group is committed to act in compliance with all applicable laws, statutes, regulations and codes in those jurisdictions where it conducts business, including the United States Foreign Corrupt Practices Act and local Criminal Codes where Enfinity Global Group operates.

Enfinity Global Group will not engage in, or otherwise tolerate, any form of corruption in its business dealings, even when observance of this commitment may place Enfinity Global Group in a non-competitive business position. Enfinity Global Group specifically prohibits directly or indirectly, authorizing, promising, offering, giving, soliciting or receiving any form of bribe, kickback or other corrupt payment, or Anything of Value (defined below) to obtain or retain business, or secure an improper advantage in the conduct of businesses, to or from any person or organization (including government agencies, individual government officials, private companies and employees of those private companies) under any circumstances.

Enfinity Global Group strives to adopt the necessary measures to prevent bribery and corruption and effectively manage this type of risk.

## **1.2. Purpose**

The purpose of this Policy is to convey to all Enfinity Global Group's Professionals and Third Parties (defined below) an unambiguous message of opposition to bribery and corruption in all of its manifestations. Thus, this Policy describes Enfinity Global Group's commitment to this effort and the obligations of its Professionals and Third Parties to carry out all business activities in compliance with applicable law, including laws relating to anti-corruption and anti-bribery matters.

Additionally, Enfinity Global Group has developed this Policy as a framework to minimize the risks of corruption in Enfinity Global Group's businesses activities worldwide and to help Enfinity Global Group's Professionals and Third Parties to recognize and avoid any corrupt practices while conducting Enfinity Global Group's business.

This Policy considers the industry and the countries in which Enfinity Global Group operates, as well as the nature, scale and geographic range of Enfinity Global Group's activities.

## **1.3. Scope and Application**

This Policy extends to all Enfinity Global Group's entities worldwide, including operations conducted by any departments, subsidiaries, and, to the operations of any joint venture or other business enterprise in which Enfinity Global Group has direct or indirect majority ownership or control. In some circumstances, Enfinity Global Group may face liability under anti-bribery and anti-corruption regulations based on improper payments made by Enfinity Global Group's Third Parties in connection with Enfinity Global Group business. Thus, for business and legal reasons, Enfinity Global Group's practice of fairness and professionalism must extend to the activities of Third Parties.

Accordingly, this Policy applies worldwide to all Enfinity Global Group's Professionals and Third Parties in connection with all types of activities undertaken by Enfinity Global Group. Enfinity Global Group expects its suppliers, contractors, and other business partners to share Enfinity Global Group's commitments to operating with integrity and in a lawful and ethical manner, consistent with the principles set forth in this Policy.

If the applicable local anti-corruption and anti-bribery regulations are stricter than those of this Policy, such local provisions shall be complied with and their violation will also be considered a violation of this Policy.

#### 1.4. Definitions

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Anything of Value</b> | <p>Anything having a value, such as Cash, gifts, entertainment (including tickets or invitations to sporting and cultural events), meals, drinks, refreshments, or other hospitality, payment or reimbursement of travel expenses or vacations, offers of employment to the recipient or a Related Person, political or charitable donations, sponsorship, cancellations of debt, free use of Enfinity Global Group's services, facilities or properties or any other tangible or intangible items having monetary value.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Bribe</b>             | <p>Bribe means any advantage or Anything of Value offered or provided to any person, directly or indirectly:</p> <ul style="list-style-type: none"> <li>• to improperly influence or reward a desired action;</li> <li>• to improperly influence or reward an act in violation of a lawful duty;</li> <li>• to cause someone to refrain from acting in violation of a lawful duty;</li> <li>• to secure any improper advantage or preferential treatment;</li> <li>• to improperly influence the decision of a government or Public Official; or</li> <li>• simply in consideration of the office held by a Public Official.</li> </ul> <p>Thus, a Bribe does not include, among others:</p> <ul style="list-style-type: none"> <li>• taxes or fees required per applicable law for which a receipt or other applicable evidence of payment is obtained; and</li> <li>• Anything of Value, such as public betterment projects, provided to a governmental body, such as municipal government or school board, in accordance with applicable law.</li> </ul> |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cash</b>                    | Physical currency, bonds, cheques, or anything equivalent to cash.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Enfinity Global Group</b>   | Enfinity Global Inc. and its majority-owned and majority-controlled subsidiaries and affiliates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Gifts and Hospitalities</b> | Anything of Value for which fair market value is not being paid by the recipient, who may be an individual or a legal entity (including, for example, meals and entertainment).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Joint Venture Partner</b>   | An individual or legal entity which has entered into an agreement with Enfinity Global Group to jointly establish and/or own a business entity and to manage its assets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Professionals</b>           | Employees and other persons working for Enfinity Global Group, regardless of the type of contractual relationship with Enfinity Global Group. Thus, it includes employees at all levels, whether permanent or temporary, full or part time, freelance contractors, managers, officers, directors, as well as any other secondees or contractors under Enfinity Global Group's effective control, regardless of the territory where they are located.                                                                                                                                                                                                                                                |
| <b>Public Officials</b>        | <ul style="list-style-type: none"> <li>i. officials and/or employees of a government at any level, irrespective of decision-making power or seniority;</li> <li>ii. officials and/or employees of a government instrumentality, such as a government owned or controlled undertaking, including but not limited to state-owned companies;</li> <li>iii. officials and/or employees of a public international organization (such as the World Bank, United Nations, OECD, or their specialised bodies);</li> <li>iv. representatives or persons carrying out official functions on behalf of a public administration, government instrumentality or public international organization; or</li> </ul> |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | <ul style="list-style-type: none"> <li>v. political parties, party officials, and candidates standing for public or political office.</li> </ul>                                                                                                                                                                                                                                                     |
| <b>Related Person</b>      | <p>Includes an individual's:</p> <ul style="list-style-type: none"> <li>i. spouse, significant other, or children;</li> <li>ii. relatives until the fourth level either by consanguinity, relationship or adoption; and</li> <li>iii. those with substantially similar relationships, whether familiar or personal.</li> </ul>                                                                       |
| <b>Third Party</b>         | Any individual or legal entity external to Enfinity Global Group with the capacity to act on behalf of Enfinity Global Group, such as agents, representatives, lobbyists, certain subcontractors or consultants.                                                                                                                                                                                     |
| <b>Sensitive Suppliers</b> | <p>Sensitive Suppliers include:</p> <ul style="list-style-type: none"> <li>i. suppliers that provide services related to human resources, tax and accounting;</li> <li>ii. suppliers that will manage strategic, confidential or personal data;</li> <li>iii. land owners;</li> <li>iv. Third Parties; and</li> <li>v. those where the value of the contract is greater than USD 100,000.</li> </ul> |
| <b>Supervisory Body</b>    | Enfinity Global Group's Supervisory Body.                                                                                                                                                                                                                                                                                                                                                            |

## 2. Guidelines for Business Practices

### 2.1. General prohibitions

Enfinity Global Group strictly prohibits the following conduct:

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Active Bribery and Corruption</b>  | <p><b>Paying, giving, offering or promising a Bribe to anyone</b> including, among others, Public Officials, employees, representatives or managers of Enfinity Global Group's counterparties.</p> <p><b>Paying, giving, offering or promising a Bribe to Public Officials.</b></p>                                                                                                                       |
| <b>Facilitation Payments</b>          | <p><b>Making any small payment</b> (other than taxes and fees required per applicable law) to low-level Public Officials in order to expedite or secure performance of routine governmental action over which the Public Official has no discretion (such as permits, licenses, visas, obtaining customs clearance and in general obtaining or processing governmental papers or official documents).</p> |
| <b>Passive Bribery and Corruption</b> | <p><b>Seeking, accepting or receiving a Bribe.</b></p>                                                                                                                                                                                                                                                                                                                                                    |
| <b>Influence Peddling</b>             | <p><b>Influencing any Public Official</b> by taking advantage of a personal relationship with him/her to obtain improper or illicit favors or preferential treatment for Enfinity Global Group.</p>                                                                                                                                                                                                       |

The prohibitions set out above shall **not be circumvented** by using Third Parties, Related Persons, or others to carry out any of the prohibited conduct, or by using personal funds or assets.

The health and safety of all Professionals is Enfinity Global Group's utmost concern. In limited circumstances where immediate payment is demanded of Enfinity Global Group Professionals to avoid imminent serious physical harm or imminent deprivation of liberty (for example, threatened unjust imprisonment for a routine traffic violation in a foreign country) then payments may be made to alleviate the immediate risk.

If possible and practical under the circumstances, such payments should be discussed with Legal Department prior to remittance, but in any event such payments must be reported to the Supervisory Body as soon as possible.

Enfinity Global Group reserves the right to report the payment to the appropriate authorities.

## **2.2. Gifts and Hospitalities**

The receipt and giving of reasonable Gifts and Hospitalities are common in business and are generally not unlawful. However, under certain circumstances these may be, appear to be, or perceived as Bribes. To avoid this, Professionals and Third Parties shall observe the following rules in relation to the receipt or giving of such Gifts and Hospitalities.

### **a) General rules for any Gifts and Hospitalities**

In addition to the prohibitions set out in Section 2.1. above, when receiving or considering giving a Gift or Hospitality, the principles detailed below shall be followed:

- i. Gifts and Hospitalities must be provided in good faith, openly and transparently with the intention only to build or maintain legitimate business relations or offer normal courtesy, and not to affect the recipient's integrity and independence.
- ii. Gifts and Hospitalities must not be given, offered or accepted in exchange for or in expectation of (i) improperly influencing a desired action, such as award of business, (ii) receiving or providing an improper advantage, (iii) inducing an act in violation of individuals lawful duty, or (iv) causing an individual to refrain from acting in violation of a lawful duty.
- iii. Gifts and Hospitalities must not be lavish or extravagant and never in the form of Cash.
- iv. Gifts and Hospitalities must be reasonable and appropriate in terms of the type, the value and the occasion and frequency in the particular circumstances, including the reasonable business practice and context of local cultural sensitivities and aggregate value over the course of a year.
- v. Gifts and Hospitalities must be permissible under all applicable laws, as well as any known policies and procedures applicable to the other party.
- vi. Although not an absolute prohibition, Gifts and Hospitalities must generally not be provided to Related Persons of the party with whom Enfinity Global Group has a business relationship.

- vii. In any event, reimbursement applications for Gifts and Hospitality shall always be supported by any required approvals and by valid receipts, in accordance with Enfinity Global Group's internal regulations on reimbursement of expenses.

**b) Receipt of Gifts and Hospitalities (except meals) by Enfinity Global Group Professional and Third Parties**

Asking for Gifts and Hospitalities or using the position at Enfinity Global Group to obtain such Gift and/or Hospitality is totally prohibited.

Enfinity Global Group Professional and Third Parties can only accept Gifts and Hospitalities in the context of a commercial relationship if they have not requested them and as long as the acceptance does not contravene any provision of this Policy.

**Gifts and Hospitalities whose market value exceeds USD 100**

Enfinity Global Group Professional and Third Parties that receive any Gift or Hospitality whose market value exceeds USD 100 (individually or in the aggregate over the course of a year) shall report it to the Legal Department. The Legal Department will decide, in writing, if the Gift or Hospitality is accepted or not and, if so, in what circumstances.

**Gifts and Hospitalities whose market value exceeds USD 500**

Enfinity Global Group Professional and Third Parties that receive any Gift or Hospitality whose market value exceeds USD 500 (individually or in the aggregate over the course of a year) shall politely decline it. If, in exceptional circumstances, it is not possible to decline (e.g., because that would cause serious offence due to cultural sensitivities in the country in question), the gift or hospitality may be accepted but this shall be reported as soon as possible to the Legal Department, which will decide about the appropriate disposal of any Gift and Hospitality which is not permitted under this Policy.

For countries with a currency other than USD the exchange rate to be applied is the one in force at the time of the receipt or giving of the Gift and/or Hospitality, or according to the limitations set out in local internal regulations.

**c) Giving of Gifts and Hospitalities (except meals) by Enfinity Global Group's Professionals and Third Parties**

- **Recipient - Public Official**

Enfinity Global Group's Professionals and Third Parties are strictly prohibited from offering or giving any Gift or Hospitality to a Public Official. However, gadgets or merchandising that do not exceed USD 100 and that do not have the appearance of impropriety may be given.

- **Recipient - Not Public Official**

Enfinity Global Group's Professionals and Third Parties may only give Gifts and Hospitalities in the context of a Enfinity Global Group's business relationship provided that:

- if the market value of the Gift or Hospitality exceeds USD 100 the requestor has obtained the approval of the relevant Country Manager or an officer of Enfinity Global in writing
- if the market value of the Gift or Hospitality exceeds USD 500 the requestor has obtained Legal Department's approval in writing.

**d) Invitation to Meals**

The rules set out in Sections 2.2.b) and 2.2.c) above do not apply to **invitations to or by Enfinity Global Group's Professionals to business meals**. Business meals may be offered to or accepted only under the following circumstances:

- Business meals must be in conjunction with, and subordinate to, a recognizable and legitimate business purpose;
- Business meals must be appropriate to the recipient's position and the occasion;
- Business meals with Public Officials cannot exceed the general value limit of USD 50 per person and/or USD 100 per person/year or, if any, the limit set out in local applicable regulations; provided, in all events the pre-approval of the relevant Country Manager or an officer of Enfinity Global is required (and any person approving such meal is encouraged to consult with the Legal Department in the event of any uncertainty); and
- Business meals must be provided in a manner and at a venue conducive to informational communication and business discussion.

Professionals shall always follow Enfinity Global Group's internal regulations on reimbursement of expenses.

**e) Registers**

Enfinity Global Group's Professionals shall forward to the Legal Department all requests concerning the receipt or making of a Gift or Hospitality.

Gifts and Hospitality expenses incurred by Enfinity Global Group must be accurately recorded in Enfinity Global Group's books and records to demonstrate compliance with this Policy. Transactions must never be inaccurately described or mischaracterized.

### **2.3. Donations and sponsorships**

It is forbidden for Third Parties to make donations or sponsorships on behalf of Enfinity Global Group without the express written consent of the Legal Department.

Donations (in any form, such as donations of Cash or assets, or sponsorships) must be made with a legitimate purpose (i.e., not to directly or indirectly secure an improper advantage, or induce anyone to act improperly) and must comply with local law. Any monetary contribution must be made by check, wire transfer, or other method that creates a record of the transaction.

Donations may be made only to legitimate and recognized organizations or entities. Enfinity Global Group may never make a charitable contribution to a Public Official or charity requested by a Public Official, or to any personal bank account.

Sponsorships must not be intended as an improper inducement or reward for any past, current, or future Enfinity Global Group business transaction, opportunity, or government approval.

The approval of any charitable donations or sponsorship shall follow this **approval process**:

- 1) The Professional who requests the charitable donation shall provide all necessary information in advance of making the donation or paying the sponsorship (including a justification of the proposed amount, the nature of the contribution and the recipient, and the person or entity who suggested or requested the contribution) to his or her supervisor. Provided that the supervisor is supportive of the donation, he or she shall present the donation and all relevant details to the relevant Country Manager or officer of Enfinity Global. Assuming compliance with relevant budgets, delegations of authorities, and other policies, the Country Manager or officer of Enfinity Global may approve the donation; provided, the approver is responsible for bringing any unusual, extravagant or questionable donation requests to the Legal Department for approval.
- 2) Additional information may be requested to ensure that the proposed charitable organization or sponsored organization is an appropriate recipient of funds and complies with applicable law.

Notwithstanding the foregoing, Legal Department review is required if any business project is conditioned upon the donation in any way, or if the donation or sponsorship is to an individual person.

In any case, all charitable contributions or sponsorship must be accurately recorded and supported by valid invoices and approvals.

## **2.4. Selection of Sensitive Suppliers and Joint Venture Partners**

### **a) Sensitive Suppliers**

In accordance with the Know your Supplier Policy, Sensitive Suppliers must comply with and follow the defined Know your Supplier process. Thus, Enfinity Global Group Professionals, before entering into a business relationship with any Sensitive Supplier, must obtain and complete the information requested within Enfinity Global Group's supplier compliance questionnaire as well as the supplier commitment, as set out in the Know your Supplier Policy.

Additionally, Legal Department will obtain a compliance assessment report on the legal entity, main subsidiaries, directors, and management team.

- For Sensitive Suppliers which do not present any risk factor (i.e., low risk parties), the Legal Department will generally clear the Sensitive Supplier with the requirement of including anti-bribery and anti-corruption provisions in relevant contracts, where indicated.
- For Sensitive Suppliers which present one or more risk factors (i.e., greater than low risk parties) the Legal Department may: (i) require additional information regarding the proposed supplier; (ii) accept the proposal to enter into the corresponding agreement with the Sensitive Suppliers (in such case, the Legal Department may make recommendations that shall be observed to reduce any actual or perceived risk); or (iii) notify the Supervisory Body of the intention to reject the proposal to enter into the corresponding agreement with the proposed supplier. The final decision may be taken by the Supervisory Body.

The Enfinity Global Group shall endeavour to keep appropriate records with respect to Sensitive Suppliers while the Sensitive Suppliers remain active and for a reasonable period following the conclusion of the relationship.

## **b) Joint Venture Partners**

Joint Venture Partners shall generally be treated in the same manner as Sensitive Suppliers as set forth above.

## **2.5. Mergers & Acquisitions**

As part of the due diligence process of any target entity, Enfinity Global Group shall assess its reputation and any potential compliance related risks. Contact the Legal Department regarding questions that must be included in the due diligence process prior to agreeing to any merger or acquisition.

## **2.6. Conflicts of Interests**

In the course of their professional duties, Enfinity Global Group's Professionals may from time to time find themselves in situations in which there is a potential conflict between their personal interests and the interests of Enfinity Global Group. Such a situation may affect, or raise a concern with respect to, their ability to act in accordance with their duty of loyalty towards Enfinity Global Group and act in Enfinity Global Group's best interests.

A conflict of interest may arise if one of the following applies:

- Enfinity Global Group's Professionals or Related Persons have a financial relationship with an organization with which Enfinity Global Group has, or proposes to have, business dealings or with which Enfinity Global Group competes. This financial relationship can take many forms, including employment, ownership, participation as a board member, or other relationships. For instance, if an Enfinity Global Group Professional is also employed by a competitor or a supplier to Enfinity Global Group, conflicts of interest would exist.
- Enfinity Global Group's Professionals or Related Persons have any relationship that may influence their decision making in their role as an Enfinity Global Group Professional. For instance, if the Professional's position enables him/her to recommend or refer business to a company in which he/she or a family member has an interest or relationship, he/she may have a conflict of interest.

Any business opportunity relating to the business of Enfinity Global Group belongs to Enfinity Global Group and not any individual Professional. It is forbidden to: (i) use Enfinity Global Group's property, information or the position at Enfinity Global Group to obtain a personal

benefit or advantage, or to benefit or advantage a third party; or (ii) set up a competing business, otherwise act as a competitor of Enfinity Global Group, or set up a business to take advantage of your position at Enfinity Global Group.

Therefore, as a general rule, Enfinity Global Group's Professionals shall prevent and avoid being in a situation of conflict of interest. In those cases where it is not possible or practical to avoid a conflict of interest, Enfinity Global Group's Professionals shall inform Legal Department.

#### **2.7. Written agreements with anti-bribery and anti-corruption clauses**

Where indicated, contracts in which Enfinity Global Group is a party should contain adequate anti-corruption clauses. All Professionals must work with the Legal Department with respect to any contract provisions, including anticorruption clauses.

#### **2.8. Accurate books and records**

Enfinity Global Group, Enfinity Global Group's Professionals and Third Parties shall keep and maintain complete and accurate books, records and accounts in reasonable detail to reflect transactions involving Enfinity Global Group's funds or assets, including Gifts and Hospitalities, sponsorships and donations. All business-related expenditures and reimbursements shall be accounted for in accordance with Enfinity Global Group policies and procedures.

Direct or indirect participation by any Enfinity Global Group Professional in any improper transaction or deviation from established Enfinity Global Group accounting practices, including omitting or falsifying expense reports, is strictly prohibited and may result in disciplinary action up to and including termination.

### **3. Final Provisions**

#### **3.1. Administration and implementation**

This Policy is an internal document of the Enfinity Global Group. It has been adopted on behalf of the Enfinity Global Group for its sole use and benefit. This Policy shall be administered on behalf of the Enfinity Global Group by the Supervisory Body.

There are no other parties who have any right to rely on the terms of this Policy, nor do any other parties have the right to enforce the terms of this Policy. None of Enfinity Global, any member of the Enfinity Global Group, nor any officer, director, employee, agent, or affiliate of

any of the foregoing, shall be required to account to, or otherwise inform or notify, any other parties with respect to the matters described in this Policy.

### **3.2. Approval and amendment of the Policy**

This Policy has been approved by the Supervisory Body. The Supervisory Body shall have the sole and exclusive right to amend, waive, terminate, or otherwise modify the terms of this Policy, whether directly or indirectly, and in any specific case or generally.

### **3.3. Dissemination**

All Enfinity Global Group's Professionals are individually required to read, understand and comply with this Policy.

The Supervisory Body shall adopt the appropriate measures to ensure that this Policy is available and known to all Professionals to be complied and adhered to this internal regulation.

### **3.4. Interpretation**

The Supervisory Body shall have the sole and exclusive right and duty to construe and interpret the terms of this Policy, and all such constructions, interpretations and decisions by the Supervisory Body shall be final and binding on all persons and entities whatsoever.

### **3.5. Non-compliance and reporting irregularities**

Enfinity Global Group does not tolerate violations of this Policy. Failure to comply with this Policy will result in appropriate disciplinary action, which, depending on the circumstances, may include termination of employment.

Any Enfinity Global Group Professional who has reason to suspect a breach of this Policy must promptly bring it to the attention of the Supervisory Body.

Adopted December 17, 2021