

**POLICY**

**GL\_D0060\_Group Policy Anti-Bribery, Anti-Corruption and Countering of Bribes**



**CPI PROPERTY GROUP ANTI-CORRUPTION, ANTI-BRIBERY AND COUNTERING OF FRAUDS POLICY**

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## 1. INTRODUCTION

- 1.1 The Group operates its business in several European countries and always complies with applicable laws,<sup>1</sup> including applicable laws relating to anti-corruption, anti-bribery and countering of frauds (including UK Bribery Act of 2010 and US Foreign Corrupt Practices Act of 1977). Additionally, the Group always complies with its Code of Business Ethics and Conduct and other internal rules and policies. Defined terms have the meanings assigned to them in Section 3.1 of this Policy.
- 1.2 The purpose of this Policy is, in connection and compliance with the Group's Code of Business Ethics and Conduct and other Group's internal rules and policies,<sup>2</sup> to ensure compliance of the Group with applicable laws relating to anti-corruption, anti-bribery and countering of frauds, as well as to ensure that conflicts of interest are avoided and that the Representatives understand that the Group does not tolerate corruption, bribery and frauds in any form.

## 2. APPLICABILITY

- 2.1 This Policy applies to, and shall be observed by, all companies within the Group and their Representatives. If applicable, the Group will also seek to pursue the same principles and standards, when directly dealing with any Business Partner or Agent.
- 2.2 The prior written approval of the Board of Directors of CPI Property Group S.A. is required for any deviation from this Policy, provided that such deviation would not breach any applicable laws.

## 3. DEFINITIONS

- 3.1 Unless expressly stated otherwise herein or unless the context requires otherwise, the capitalized terms used in this Policy shall have the meaning ascribed to them in this Section 3.1:
  - 3.1.1 "**Agent**" means any agent, consultant, contractor, sub-contractor and anyone other, who works on behalf of the Group, and "**Agents**" shall be construed accordingly;
  - 3.1.2 "**Associate**" means any person or entity closely connected to another person, including spouse, domestic partner, child or dependent, spouse's or domestic partner's child or dependent, company controlled by such other person, or any other closely related party, and "**Associates**" shall be construed accordingly;
  - 3.1.3 "**Business Partner**" means any existing or prospective business partner of the Group, including tenants, purchasers, suppliers, lenders and joint venture collaborates, and "**Business Partners**" shall be construed accordingly;
  - 3.1.4 "**Compliance Officer**" means Compliance Officer of the Group;

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<sup>1</sup> CPIPG entities may be subject to regulation of, including, but not limited to, United Nations Convention Against Corruption, Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law, Directive 2014/57/EU of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse (market abuse directive) or Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (AMLD).

<sup>2</sup> Including, but not limited to the Group's Anti-Money Laundering and Counter-Terrorist Financing Policy, Sanctions and Export Controls Policy, Whistle-blowing Policy and the relevant directives that implement them.

- 3.1.5 “**Facilitation Payments**” mean any facilitating or expediting payment to any public official, political party or party’s official, the purpose of which is to expedite or to secure the performance of a routine governmental action by these officials or political party;
- 3.1.6 “**Gift**” means any gift, advantage or entertainment of any kind, and “**Gifts**” shall be construed accordingly;
- 3.1.7 “**Group**” means CPI Property Group S.A. and its subsidiaries;
- 3.1.8 “**Policy**” means this CPI Property Group Anti-Corruption, Anti-Bribery and Countering of Frauds Policy; and
- 3.1.9 “**Representative**” means any officer, director, employee, or anyone other directly engaged with, and authorized to act on behalf of, the Group, and “**Representatives**” shall be construed accordingly.

#### **4. MANAGEMENT RESPONSIBILITIES**

- 4.1 The overall responsibility for the pursuing of this Policy rests with the Board of Directors of CPI Property Group S.A. that acts through the Compliance Officer. The Compliance Officer reports to the Board of Directors of CPI Property Group S.A. on a regular basis.

#### **5. CONFLICT OF INTERESTS**

- 5.1 A conflict of interests can arise when the Representative’s personal interests (or personal interests of his/her Associate) interfere or appear to interfere with his/her ability to act in the best interest of the Group.
- 5.2 The Representatives may not engage in transactions directly or indirectly, which lead or could lead to a conflict of interests, or, as the case may be, shall avoid any situation that causes or could cause such a conflict of interests, unless specifically approved in compliance with applicable laws and the Group’s internal rules and policies. Even the appearance of a conflict of interests where none actually exists can be detrimental to the Group and shall be avoided.
- 5.3 The Group’s employees can work for another employer being active in the same business only with the Group’s previous written consent, and members of the Group’s corporate bodies shall in case of a (possible) conflict of interests comply with the respective corporate laws and the Group’s internal rules and policies.
- 5.4 The Group expects the Representatives to be free from influences that conflict with the best interests of the Group or might deprive the Group of their undivided loyalty in business dealings. Otherwise, the Representatives, other than members of the Group’s corporate bodies and management, are required to refuse any intervention, coercion or influence that could jeopardize the impartiality of their decision-making relating to the Group’s business affairs and, at the same time, to inform their supervisor and the Compliance Officer. The same notification duty applies, if such Representative is uncertain, whether or not a conflict of interests exists or will exist. Members of the Group’s corporate bodies and management shall in such cases report to, and consult with, the Audit Committee of CPI Property Group S.A. The Group also expects that any relationship among the Representatives shall not impair ordinary professional performance of the Representatives’ obligations.
- 5.5 Whistle blowing procedures are in place to address and investigate any reported conflicts of interest or suspicions thereof.

- 5.6 A non-exhaustive list below provides illustrative examples of situations, in which a conflict of interests may arise:
- 5.6.1 ownership of interest in, acquiring an employment or other contract with, acting as executive director of, or providing consultancy services to, any competitor of the Group;
  - 5.6.2 ownership of interest in, acquiring an employment or other contract with, acting as executive director of, or providing consultancy services to, any third party (other than the Group's competitor) without approval of the respective company within the Group; or
  - 5.6.3 any other business relation with any third party or with another individual or entity that exercises influence over the third party, that serves to the advantage of the Representative or his/her Associate, provided that such a business relation is or potentially is detrimental to the Group.

## **6. COURTESY GIFTS GIVEN**

- 6.1 Giving the Gifts to the individuals or entities that the Group does business with, may never collide with rules concerning prohibition of corruption, bribery, and frauds. Additionally, as giving the Gifts to public officials is highly regulated and very often prohibited, each Representative shall avoid any activity that may be construed as an improper payment. In such cases, each Representatives shall always obtain relevant approval within the Group, and never offer any Gift to public officials without first checking with the Compliance Officer.
- 6.2 Any Gift may be provided in the interest, and at the expense, of the Group, only if the following conditions are met:
- 6.2.1 the Gift is not in a form of cash payment;
  - 6.2.2 the Gift is provided only with good intentions and for legitimate business purposes;
  - 6.2.3 providing the Gift is consistent with good business practices;
  - 6.2.4 providing the Gift is not prohibited by applicable laws and the Group's internal rules and policies, and it does not breach ethical standards;
  - 6.2.5 providing the Gift is permitted (or at least not prohibited) by the counterparty's internal rules;
  - 6.2.6 the Gift is of value not exceeding normal business practices (i.e., estimated value of the Gift should not exceed approx. EUR 100) and cannot be interpreted as a bribe or reward;
  - 6.2.7 providing the Gift does not create an appearance of impropriety;
  - 6.2.8 the Gift does not create an expectation of a further special treatment;
  - 6.2.9 potential publicizing the information on providing the Gift would not be detrimental to the Group's reputation; and
  - 6.2.10 providing the Gift was approved within the Group, if required.

**7. COURTESY GIFTS ACCEPTED**

- 7.1 Conditions for giving the Gifts set out in Section 6 of this Policy apply, to the extent possible, to receiving the Gifts by the Representatives accordingly.
- 7.2 If any third party offers the Representative any Gift that breaches the conditions set out in Section 6 of this Policy, the Representative shall refuse such Gift and inform the Compliance Officer.
- 7.3 If the Representative cannot refuse or is unable to refuse receiving the Gift not meeting the conditions set out in Section 6 of this Policy, the Representative shall inform the Compliance Officer, who decides on further steps and measures to be taken.
- 7.4 Any Representative may never try to induce or move by any means anyone to give him/her any Gift.

**8. PROHIBITION OF BRIBES, CORRUPTION AND FRAUDS**

- 8.1 The Group does not tolerate corruption, bribery, or frauds in any form. Therefore, no Representative shall directly or indirectly:
  - 8.1.1 offer, make, promise or authorize the transfer of anything of value to a public official (or his/her Associate) to obtain or retain a business advantage or to influence any decision by such official in his/her official capacity, unless authorised by applicable laws;
  - 8.1.2 offer, make, promise, or authorize the transfer of anything of value to any private person or entity to improperly influence that person in the legitimate performance of his/her expected duties and obligations; or
  - 8.1.3 accept or receive anything of value from any person, where such thing is offered, promised, or given with the intention of improperly influencing the Representative to obtain or retain business for the Group or secure an improper business advantage.

**9. PROHIBITION OF FACILITATION PAYMENTS**

- 9.1 The Facilitation Payments are legal in certain jurisdictions. However, the Group adheres to highest possible anti-corruption and anti-bribery standards and considers these payments to be equivalent of bribes. As such, the Facilitation Payments are prohibited to be done by any Representative.

**10. POTENTIAL RISKS RELATED TO ANTI-CORRUPTION AND ANTI-BRIBERY RULES**

- 10.1 A non-exhaustive list below provides illustrative examples of situations, which may raise concerns under various anti-bribery and anti-corruption laws. Notwithstanding other obligations set forth by applicable laws and the Group’s internal rules and policies (including this Policy), any Representative encountering, or being aware of, any of the situations below (or any other kind of actual or suspected corruption, bribery or frauds), shall report to the Compliance Officer or via the Group’s whistle-blowing procedure:
  - 10.1.1 any Agent or Business Partner engages in, or has been accused of engaging in, improper business practices;
  - 10.1.2 any Agent or Business Partner has a reputation for paying bribes or requiring that bribes are paid to him/her, or has a reputation for having a “special relationship” with foreign government officials;

- 10.1.3 any Agent or Business Partner insists on receiving a commission or fee payment before committing to sign up to a contract with the Group;
- 10.1.4 any Agent or Business Partner requests payment in cash or refuses to sign a formal commission or fee agreement, or refuses to provide an invoice or receipt for a payment made;
- 10.1.5 any Agent or Business Partner requests that payment is made to a country or geographic location different from where such Agent or Business Partner resides or conducts business;
- 10.1.6 any Agent or Business Partner requests an unexpected additional fee or commission to “facilitate” a service;
- 10.1.7 any Agent or Business Partner demands lavish entertainment or Gifts before commencing or continuing contractual negotiations or provision of services;
- 10.1.8 any Agent or Business Partner requests that a payment is made to “overlook” potential legal violations;
- 10.1.9 any Agent or Business Partner requests that the Group or Representative provide employment or some other advantage to his/her friend or Associate;
- 10.1.10 the Representative receives an invoice from any Agent or Business Partner that appears to be non-standard or customised;
- 10.1.11 any Agent or Business Partner insists on the use of side letters or refuses to put terms agreed in writing;
- 10.1.12 the Representative notices that the Group has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 10.1.13 any Agent or Business Partner requires the use of an agent, intermediary, consultant, distributor, or supplier that is not typically used by, or known to, the Group; or
- 10.1.14 the Representative is offered an unusually generous Gift or offered lavish hospitality by any Agent or Business Partner.

## **11. BOOKKEEPING**

- 11.1 In order to prevent corruption, the Group shall take such measures as may be necessary, in accordance with applicable laws regarding the maintenance of books and records, financial statement disclosures and accounting and auditing standards, to prohibit the following acts carried out for the purpose of bribes, corruption and committing frauds:
  - 11.1.1 the establishment of off-the-books accounts;
  - 11.1.2 the recording of non-existent expenditure;
  - 11.1.3 the entry of liabilities with incorrect identification of their objects;
  - 11.1.4 the use of false documents; and
  - 11.1.5 the intentional destruction of bookkeeping documents earlier than foreseen by the law.
- 11.2 The Group uses International Financial Reporting Standards (IFRS) as adopted by EU and is subject to regular audits, whether internal or external.

## **12. ANTI-CORRUPTION AND ANTI-BRIBERY CLAUSE**

- 12.1 The Group strives to include anti-corruption and anti-bribery clause to any contract with its Agents and Business Partners.
- 12.2 For the purposes of combating corruption, the Group's employees have the anti-corruption clause in their employment contracts or employment code of conduct.

## **13. FINAL PROVISIONS**

- 13.1 This Policy is subject to approval by the Board of Directors.
- 13.2 The Board of Directors of CPI Property Group S.A. shall regularly revisit and reevaluate this Policy considering development of the Group's business and applicable laws.
- 13.3 The Group will make every reasonable effort to train all Representatives regarding rules and obligations under this Policy. The Group will maintain records of all relevant training, including confirmation of attendance.
- 13.4 Any violation of this Policy must be immediately reported to the Compliance Officer or via the Group's whistle-blowing procedure.
- 13.5 The Group will take seriously and investigate all reports of potential violation of this Policy to ensure that proper step or measure is taken.
- 13.6 Violation of this Policy by any Representative may constitute a breach of the terms and conditions of employment or other relationship of such Representative with the Group, and thus such Representative may be subject to disciplinary action, which, depending on the nature of the violation, may range from a warning or reprimand to termination of employment or other relationship and, in appropriate cases, civil legal action or referral for regulatory or criminal prosecution.
- 13.7 This Policy was approved by the Board of Directors of CPI Property Group S.A. on August 30<sup>th</sup>, 2024.