

PRIVATE AND CONFIDENTIAL

888 Holdings plc

ANTI BRIBERY & CORRUPTION COMPLIANCE PROGRAM

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ANTI BRIBERY & CORRUPTION COMPLIANCE PROGRAM

A. BACKGROUND

1. The Company's zero tolerance for bribery and corruption, and its decision to establish a new Anti-Bribery and Corruption Compliance Program

888 holdings plc (the "Company") is a company incorporated under the laws of Gibraltar and publicly traded on the London Stock Exchange. As used throughout this Anti-Bribery & Corruption Compliance Program, the term "Company" shall mean and include the Company and all its subsidiaries.

2. Relevant local and international legislation relating to bribery and corruption

Appendix 1 to this program sets forth a brief summary of the relevant laws relating to bribery and corruption in the principal locations in which the Company conducts business.

It is emphasized that the provisions of this Policy are in addition to any limitation applicable to the Company's activities pursuant to any relevant local law.

It is further emphasized that any procedure or approval which is required hereunder is in addition to, and not instead of, any other approval which is required by the Company's policies.

3. Main Elements of the Program

The main elements of the Company's new Anti-Bribery and Corruption Compliance Program are as follows:

- (a)** The development of a clear corporate policy of zero tolerance of bribery and corruption.
- (b)** The development and dissemination of clear guidelines for employees of the Company, in relation to the Company's zero tolerance of bribery and corruption.
- (c)** The development and dissemination of clear guidelines for actual or potential business associates of the Company (i.e. third parties with whom

the Company has entered into, or contemplates entering into, a business relationship), including Intermediaries, in relation to the Company's zero tolerance of bribery and corruption.

- (d) The establishment of effective internal supervision, enforcement and reporting mechanisms to ensure continuous compliance with the Company's anti-bribery and corruption policy.
- (e) The development of effective training and dissemination procedures within the Company in relation to its anti-bribery and corruption policy.
- (f) The maintenance of accurate books and records, and adequate internal controls.

4. **Definitions**

For the purposes of this Program the following terms shall have the meaning set out hereinafter:

- (a) **Intermediaries** - agents, finders, brokers, the compensation of which contains any contingent element as well as any lobbyist who communicates with Government Officials about formulating or amending legislation, government rules, regulation, policy, license conditions or any similar matters.
- (b) **Business Associates** - means any intermediaries remunerated on the basis of retainer fees, and/or consultants and/or sub-contractors and/or suppliers and/or licensees and/or licensors and/or business partners and/or joint venture partners and/or any other person or entity, with whom the Company has entered into, or is considering entering into, some direct or indirect business relationship in the company's field of business.
- (c) **Business Hospitality** - As defined in clause 3(a) of Appendix 4.
- (d) **Gift** - Is any gratuitous payment, present, loan, donation, service, benefit or other thing of value, whether in cash or in kind, and whether directly or through a Third Party.
- (e) **Government Entity** – any of the following:
 - i. any governmental, regulatory or other authority, or other entity empowered with powers similar to the foregoing;
 - ii. any political party;

- iii. any agency or subdivision of a governmental authority or political party including but not limited to, any federal, regional or local department, or any agency, or enterprise owned or controlled by any of the foregoing;
 - iv. any government-owned or controlled commercial entities;
 - v. any government-owned or controlled organizations including, but not limited to, not for profit organizations;
 - vi. any public international organization; and
 - vii. any government-licensed or statutorily regulated commercial entity.
- (f) **Government Officials** - any official, employee or officer of any Government Entity, including any candidate for political office.
- (g) **Government-Related Transactions** - any negotiation, transaction, contract or agreement, as well as implementation thereof, with a Government Entity.
- (g) **Guests** - potential customers, employees of Business Associates and other third parties.
- (h) **Red Flag** - activity or incident which raises a concern of inappropriate behavior, including any of the actions or activities listed in Appendix 5 to this Compliance Program.
- (i) **Third Party** - is any person or entity other than another employee of the Company.
- (j) **Policy** – The document attached herein as Appendix 2.
- (k) **Potential High Risk Business Associate** – As defined in Appendix 8

B. CORPORATE POLICY OF ZERO TOLERANCE FOR BRIBERY AND CORRUPTION

1. Risk Assessment

The Company, in coordination with its external advisors, has examined its existing businesses, policies and procedures, and has prepared a Risk Assessment identifying potential risk areas regarding bribery and corruption and containing recommendations as to measures aimed at mitigating such exposures. This Anti Bribery and Corruption Compliance Program is based on and seeks to implement the recommendations of the Risk Assessment. It is noted that the Risk Assessment should be reviewed and updated on a regular basis in light of changes in the policies and procedures and/or business and/or risk profile of activities of the Company and this Anti Bribery and Corruption Compliance Program updated accordingly.

2. The Policy

Attached as **Appendix 2** is the policy document (the "**Policy Document**"), approved by the Board of Directors of the Company. The Policy Document sets out the Company's policy of zero tolerance for bribery and corruption (the "**Policy**").

3. Board Resolutions

The following resolutions have been passed by the Board of Directors of the Company (the "**Board**"):

- (a) A resolution adopting the Policy Document as a Policy of the Company.
- (b) A resolution adopting the anti-bribery and corruption compliance program that implements the principles of the Policy Document (the "**Compliance Program**").
- (c) A resolution directing the Internal Audit Committee ("**IAC**") of the Company to be responsible for monitoring the activities of the Anti Bribery and Corruption Compliance Manager of the Company, as outlined in the Policy Document.

The full text of all of the above resolutions is set forth in **Appendix 3** to this Compliance Program (entitled "Board Resolutions").

4. Internal appointments and organizational structure dedicated to implementing supervising and enforcing the Policy

- (a) **Appointment of a senior employee of the Company to direct and manage the implementation of Policy**

Pursuant to the aforementioned Board resolutions in Appendix 3, a senior employee of the Company has been appointed as head of the Anti-Bribery and Corruption Compliance Program of the Company. Such senior employee (the "Compliance Manager") shall, in addition to his other responsibilities, be charged with implementation, management and enforcement of the Policy and this Compliance Program regarding all of the Company's activities.

If required for the implementation of this Compliance Program, additional assistant compliance managers may be appointed within specific companies of the 888 group or in specific areas. All such assistant compliance managers will report to the Compliance Manager.

(b) The Compliance Manager's duties

The Compliance Manager shall report directly to the Company's CEO or equivalent function holder (the "CEO") and to the IAC, as appropriate. The Compliance Manager shall submit twice yearly reports to the IAC, detailing the activities taken for the purpose of implementing the Compliance Program during the preceding six months. The IAC and the Compliance Manager will hold meetings on the implementation of the Policy and the Compliance Program, and discuss any updates and amendments which need to be made.

The Compliance Manager shall establish, engage in, enforce and lead all of the following activities:

- Implementation of all resolutions and directives of the Board and/or the IAC relating to the Policy and the Compliance Program.
- The fleshing out of all additional Policy related requirements and directives of the Board into detailed, practical and effective written instructions and guidelines to be distributed to all employees of the Company, which instructions and guidelines shall be designed to achieve compliance with and implementation of the Policy at all levels and in all business dealings and relationships.
- The establishment and conducting of internal training of employees of the Company with respect to the Policy, as detailed in Section F of this Compliance Program.
- The investigation of every alleged failure to comply strictly with the Policy and the establishment of remedial and preventative procedures, as well as appropriate disciplinary procedures, to preclude the recurrence of any such failure.

- The encouragement of all employees to report to the Compliance Manager or to the designated personnel as detailed in paragraph 5 of Section C below, including on a confidential basis, any conduct by any other employee which may constitute a breach of the Policy (i.e. "whistle-blowing").
- Responding, in accordance with the Compliance Program, to any Red Flag.
- Supporting the Company's legal counsel and/or human resources department in formulating and disseminating mandatory letters to be given to all employees, to ensure awareness of the Policy and compliance with the Policy by all employees.
- Approving the completed due diligence forms which have been filled out by the relevant Sales/Business Development person responsible for a potential High Risk Business Associates, and by the Business Associates as a condition precedent to the Company entering into any business relationship with such entity.
- Supporting the Company's legal counsel in ensuring that appropriate clauses relating to the Policy are inserted in all contracts between the Company and each of its Business Associates. Such clauses shall make it clear that the Company will be entitled to terminate any business relationship with a Third Party who fails to comply with the Policy.
- To work closely with the Company's legal counsel and external consultants (if required) in keeping abreast, of all changes and updates to existing relevant legislation/regulations/ governmental policies, and all new and/or proposed relevant legislation/ regulations/ governmental policies, relating to the combating and prohibition of bribery and corruption.
- Disseminating within the Company appropriate notifications and updates, to ensure that all employees of the Company are aware of the latest developments and updates in the Policy.
- The preparation of twice yearly reports to the IAC, and participation at all meetings of such IAC addressing anti-corruption and bribery issues.

(c) Appointment of the IAC to supervise and verify implementation of the Policy

The Board has tasked the IAC to supervise and verify implementation of the Policy.

In exercising its functions under this Compliance Program, the IAC will act in accordance with its existing rules and procedures including in relation to voting rights and procedures.

The activities and responsibilities of the IAC in relation to this Compliance Program will include, *inter alia*, the following:

- The IAC will be notified by the Compliance Manager of all Red Flag related events. The IAC will assist the CEO and the Compliance Manager in taking decisions on the steps that need to be taken in such cases.
- The IAC shall meet with the Compliance Manager once a year, to review reports to be submitted by the Compliance Manager. At each such meeting, the Compliance Manager shall make a presentation as to all Policy activities conducted during the period since the last meeting including, *inter alia*, reports regarding new territories of operation of the Company, and the relevant legislation in these territories regarding anti bribery and corruption, and training that has been executed. In addition, the Compliance Manager shall answer any questions raised by the IAC in relation to such activities. The Compliance Manager shall take all reasonable steps to implement any recommendations made by the IAC with respect to the Policy.
- In addition, the IAC will convene, on an ad hoc basis, when requested to do so by one of its members, the Compliance Manager, the Internal Auditor or the CEO of the Company.

(d) Annual review by the Board

Once a year, as part of one of its scheduled meetings, the Board will conduct an annual review of the Company's implementation of the Policy and this Compliance Program. As part of this review, the Board shall consider the adequacy of all measures and procedures taken to implement and enforce the Policy and the Compliance Program, and shall recommend to the CEO and to the Compliance Manager relevant required updates and amendments to the existing measures and procedures.

5. The Policy shall comply with the most stringent applicable local and international standards and requirements

The Policy of the Company shall comply with the applicable local and international standards and requirements, and shall be regularly updated to ensure continued compliance as those applicable standards and requirements change, from time to time.

6. Zero tolerance of non-compliance

In the event that any employee is found to be in breach of the Policy, the Company shall be entitled to immediately dismiss such employee for breach of his contract of employment with the Company. Similarly, if any Third Party which has a business relationship with the Company is found not to comply with the requirements of the Policy the Company shall be entitled to terminate that business relationship.

C. POLICY GUIDELINES AND REQUIREMENTS FOR EMPLOYEES OF THE COMPANY

1. Employee Hiring

The Company will not knowingly employ any person who has a record of behavior or a background which is inconsistent with the Policy.

2. Policy and Guidelines to Employees concerning the giving and receiving of Gifts

- (a)** Except only as otherwise expressly authorized pursuant to paragraph 2(c) of this Section C, no employee of the Company (including freelance employees, sub-contractors or other forms of employees) shall engage, either on their own behalf, or on behalf of the Company, or on behalf of any Third Party, in the making or authorization or offer or promise of any Gift to any Third Party including Government Official, in connection with or in furtherance of any present or prospective business activity/opportunity of the Company or of any business venture in which the Company is a participant, regardless of whether or not the donor or recipient of such Gift actually intends such Gift to be construed as a bribe, and regardless of whether or not the donor or recipient of such Gift actually intends such Gift to have any influence on the Third Party or terms or prospects of any bid/tender/proposal/transaction.
- (b)** No employee of the Company shall accept or receive, either on their own behalf, or on behalf of the Company, or on behalf of any Third Party, any Gift from Third Party, connected with or arising in any way from the employee's employment with the Company, except only as expressly authorized pursuant to paragraphs 2(c) of this Section C.
- (c)** Notwithstanding the general prohibition against receiving or giving Gifts, the Company recognizes that in certain cultures, the giving, exchanging and acceptance of modest Gifts (e.g. Gifts which reflect local culture or history), are matters of etiquette and custom as gestures of friendship, and are not construed as bribes or as attempts to influence business decisions. Indeed,

the non-giving or non-acceptance of such Gifts may be construed as insulting. Accordingly, in order not to cause any such insult, such local customs shall be taken into account, and the Company has formulated updated guidelines and rules regarding the giving and receipt of Gifts as set forth in **Appendix 4** ("Policy and Guidelines on Business Hospitality and Gifts") to this Compliance Program. All employees shall strictly conform to the Company's updated policy and guidelines regarding the giving and receipt of Gifts, as set forth in **Appendix 4** to this Compliance Program.

3. Policy and Guidelines on Business Hospitality

All employees shall conform to the Company's updated policy and guidelines regarding business hospitality towards any Third Party including Government Official, as set forth in **Appendix 4** ("Policy and Guidelines on Business Hospitality and Gifts") to this Compliance Program.

4. Red Flags

In the event that an employee encounters any Red Flag that employee shall immediately:

- (a) cease and desist from all activities connected with such "red flag"; and
- (b) report such "red flag" to the Compliance Manager; and
- (c) take written notes of the discovery, nature and facts of such "red flag", and submit such notes to the Compliance Manager; and
- (d) act in relation to such "red flag" solely in accordance with the Compliance Manager's instructions.

The Compliance Manager will handle all such Red Flags in accordance with the provisions of Section E of this Compliance Program ("Supervision, Enforcement and Reporting").

5. Reporting/Whistle-blowing

Any personnel of the Company who knows or suspects any action or activity by any other employee of the Company (including an immediate superior or boss), or by any business partner of the Company, or by any other Third Party, which is, or arouses suspicion that it may be, inconsistent with the Policy (e.g. a "Red Flag") shall be obligated to bring said red flag to the immediate attention of the Compliance Manager or the chairman of the IAC in accordance with the "Group-wide whistle-blowing policy".

Notwithstanding the provisions of the "Group-wide whistle-blowing policy", after investigation of Red Flag the Compliance Manager will submit his findings, conclusions and recommendations to the CEO and the chairman of the IAC, to be handled in accordance with the provisions of Chapter E of this Compliance Program ("Supervision, Enforcement and Reporting").

6. Obligation of all Employees to co-operate fully with the Compliance Manager

All employees of the Company, including the CEO of the Company, shall co-operate fully and courteously, and in a timely manner, with all requests and directives of the Compliance Manager.

7. All Employees shall be made familiar with the Policy

- (a) All Employees shall be made familiar with the Policy and with Appendix 4 to this Anti-Bribery and Corruption Compliance Program (Policy and Guidelines on Business Hospitality and Gifts)
- (b) All existing employees upon the entry into force of this Compliance Program, and all new employees prior to starting work for the Company, shall be given a copy of a letter issued by the Company in the form and terms of the letter set forth in **Appendix 6**.

D. POLICY REQUIREMENTS FOR BUSINESS ASSOCIATES

1. The Company shall convey to all Business Associates a clear message of zero-tolerance of bribery and corruption

- (a) The Company shall convey to each of its Business Associates a clear and unambiguous message of the Company's zero-tolerance of bribery and corruption. This message may be conveyed in various ways as described in this Section D of this Compliance Program.
- (b) All prospective Business Associates shall be notified of the Company's zero tolerance of bribery and corruption at the first contractual engagement between the Company and such Business Associates (e.g. together with the presentation of a draft NDA if applicable). Such notification shall be incorporated into the Company contractual documents or shall be sent by

means of a standard letter of notification in the form set forth in **Appendix 7** to this Compliance Program.

- (c) The notification to Business Associates will be also published on the company's web site.

2. Due diligence process required for new Business Associates

- (a) The company shall conduct a due diligence process in relation to Potential High Risk Business Associates in accordance with the guidelines and definitions set forth in **Appendix 8**. The nature of such due diligence shall depend on what information is available or obtainable and the nature of the proposed business relationship, but the due diligence process may include all or some of the following:
 - (i) Reviewing whatever public domain information is available on such Potential High Risk Business Associate (as defined in Appendix 8) via the internet;
 - (ii) Investigating whether there have been any criminal proceedings or investigations or convictions against such Potential High Risk Business Associate;
 - (iii) seeking and taking up references from other parties who have done business with such Potential High Risk Business Associate;
 - (iv) requiring such Potential High Risk Business Associate to complete an anti-bribery and corruption due diligence questionnaire form.
- (b) The Business Development department will be responsible to conduct the due diligence process and to inform the Compliance Manager of any Red Flag or other suspicious findings regarding any Potential High Risk Business Associates.
- (c) The approval by the Compliance Manager, as indicated by his signature on the Due Diligence Compliance Form, will be a condition precedent to the Company entering into any business relationship with any Potential High Risk Business Associate for whom the due diligence process is required as per the provisions of Appendix 8.
- (d) In the event that the due diligence process raises a concern or suspicion of inappropriate or unacceptable behavior by the Potential High Risk Business Associate, the Compliance Manager shall submit the issue to the Company

CEO, in accordance with the provisions of Section E of this Compliance Program ("Supervision, Enforcement and Reporting").

3. Generic provisions in all contracts with Business Associates

- (a) Each Business Associate with whom the Company actually engages in any business relationship with a view to bidding for or securing or performing any transaction shall be required, in the contract or other document giving effect to such business relationship, or in a separate signed written certification, to confirm and undertake in writing to the Company that such Business Associate has not performed and will not perform, directly or indirectly, any of the activities which are prohibited under the Company's Anti-Corruption Compliance Policy. Such undertaking, if given by an entity, shall be signed by an officer of that entity authorized to bind such entity. Recommended unilateral and bilateral formulations for such undertakings, to be used as appropriate, are attached as **Appendix 9**. The Company need not use the exact formulations in Appendix 9, but should use at least clauses which are substantially similar in substance.
- (b) Where there are existing business relationships with Business Associates, the Company shall exercise reasonable efforts to insert the undertaking set forth in Appendix 9 into the contracts with such existing Business Associates upon renewal or amendment of such contracts.

5. "Red Flags"

Throughout every relationship which the Company has with each Business Associate, the Company shall continue to diligently remain on the alert with such Business Associate for any Red Flags and potential misconduct or behavior inconsistent with the Policy.

In case of a Red Flag arising during an ongoing relationship with a Business Associate, the Company will act in accordance with the provisions of Section E of this Compliance Program ("Supervision, Enforcement and Reporting").

6. Engagement with Intermediaries

In addition to, and without derogating from, the foregoing general provisions of this Section D, the following specific provisions apply with respect to engagement by the Company of Intermediaries:

(a) Due Diligence

- (i)** Before entering into a relationship with any new Intermediary, the Company must conduct a due diligence procedure as required under Article 2 above and Appendix 8.
- (ii)** In the event that an Intermediary completes a questionnaire, but then ceases activity with the Company for at least a year, it shall be required to complete a new questionnaire prior to any new activity with the Company.
- (ii)** In the event that the due diligence process raises a concern or suspicion of inappropriate or unacceptable behavior by the potential Intermediary, the Company will handle the event in accordance with the provisions of Section E 6(b) of this Compliance Program ("Supervision, Enforcement and Reporting").

(b) Negotiation with Intermediaries

The Company representative shall write full protocol of each meeting and keep all the written materials in an Intermediary file, to be handled by the Compliance Manager.

(c) Payment to Intermediaries

The following requirements apply regarding payments to any Intermediaries:

- (i)** No payments may be made in cash.
- (ii)** No payments may be made payable to any party other than the Intermediary at the Intermediary's normal place of business.
- (iii)** No payments may be made to an account outside of the country where the Intermediary performs services.

(d) Levels of Intermediary's Commission

- (i)** Levels of commission paid or payable by the Company to Intermediaries and other intermediaries shall be in accordance with the customary levels of commission then payable to other Intermediaries operating in the same country for the same type of product or services. Such customary levels of commission shall, if possible, be independently verified (e.g. by consulting with one of

the large international accounting firms operating in the territory in question) ("the Customary Commission Level").

- (ii) The amount/rate of any commission payable by the Company must be reasonable for the services provided and costs incurred by the Intermediary to include, *inter alia*: (a) the extent, scope and duration of services to be provided and activities to be conducted by the Intermediary at such Intermediary's own risk and expense in support of the transaction (including marketing, negotiation and bidding stages); and (b) the value to the Company of the costs to be incurred by the Intermediary when providing services in support of the above activities.
- (iii) In the event that a proposed agreement with an Intermediary would entitle that Intermediary or a Third Party to a commission payment which exceeds the Customary Commission Level, the Compliance Manager shall refer the issue to the CFO. The CFO will decide, based upon the circumstances of the case, whether to approve or refuse the proposed commission. The decisions shall be in writing and shall be brought to the attention of the CEO.

(e) Other Contract Terms

- (i) The Company's template agreement with Intermediaries must contain a clause whereby the Intermediary confirms its understanding and obligation to comply with all relevant anti-corruption laws. The clause is mandatory and non-negotiable and is part of the Company's template agreement.
- (ii) The Company's template agreement with Intermediaries shall contain a specific clause which requires the Intermediaries to certify annually that they have in fact complied with all laws and policies.
- (iii) The Company's template agreement with Intermediaries should prohibit the Intermediary from assigning its rights to a third party that has not been vetted to the same high standards, and from employing a third party to provide the services outlined in the agreement without first obtaining the approval of the Company.
- (iv) The Company's agreement with Intermediaries should allow the Company to audit the Intermediary's books and records upon credible allegations of misconduct or reasonable suspicion of improper payments.

- (v) The Company's template agreement with Intermediaries shall contain a clause under which no payments should be made to Intermediaries other than in strict accordance with the terms of the agreements.
- (vi) The Company's template agreement with Intermediaries shall contain a clause that all payments due to any Intermediary shall be made by bank wire transfer to the bank account registered in the name of the Intermediary at a designated bank in the country where the Intermediary resides.
- (vii) All contracts with Intermediaries must be reviewed and approved by the relevant Compliance Manager.

(f) Records

All records reflecting the work performed by Intermediaries and the nature of payments to them, including the due diligence documents, the agency agreement and all records of meetings and resolutions regarding the terms of its consideration (including level of commission), must be kept on file at the Company for a minimum of 7 years.

(g) Zero Tolerance for Payments by Intermediaries to Government Officials and other Third Parties

The Company and its employees shall not agree to pay or make any payment to an Intermediary, if they are aware of facts indicating that all or some portion thereof is likely to be given by the Intermediary to a Government Official (including employees of government-owned or controlled commercial entities) or other Third Party, in order to obtain or retain business, either by influencing a decision or gaining an improper advantage.

E. SUPERVISION, ENFORCEMENT AND REPORTING

1. Supervision and Enforcement Plan

The Compliance Manager who is subject to the IAC, shall be responsible for monitoring and verifying compliance with all requirements of the Policy, in accordance with the plan set forth in **Appendix 10** ("Supervision and Enforcement Plan") to this Compliance Program.

2. **Empowerment of the Compliance Manager**

The Compliance Manager shall be empowered to conduct reviews and verification activities, and shall establish mechanisms, for ensuring familiarity and compliance with the guidelines.

3. **Reporting by the Compliance Manager**

The Compliance Manager shall issue twice yearly reports to the IAC, detailing the steps taken to disseminate, supervise and enforce the Anti-Bribery and Corruption Compliance Program. A copy of each such report shall be provided to the Internal Auditor.

4. **External Auditors**

The external auditors of the Company shall be made familiar with the Policy.

5. **Internal Auditor**

The internal auditor of the Company shall be familiar with the Compliance Program and shall be provided with copies of all reports submitted to the IAC in relation to the implementation of the Policy and this Compliance Program.

6. **Handling Red Flags**

(a) The Compliance Manager shall submit each Red Flag event to the CEO, CFO, and to the chairman of the IAC, after concluding the required preliminary investigation.

(b) **In cases of Red Flag events relating to a possible transaction with a new Business Associate (including Intermediaries)** - the Company CEO, in consultation with the Compliance Manager, may decide either to:

(i) terminate the relationship with the new Business Associate; or

(ii) conduct an additional in-depth investigation into the matter. The exact details of such investigation are fact dependent, but should include all relevant potential aspects.

Following an in-depth investigation and dependent on its findings and results, the CEO may, in consultation with the Compliance Manager, decide

to continue the relationship with the new Business Associate. All such decisions shall be in writing, and shall be brought to the attention of the IAC.

- (c) **In cases of Red Flag events which arise out of a due diligence process relating to a possible agreement with a new Intermediary** – in addition to the provisions of (b) above, any decision to continue the relationship with the new Intermediary shall require a decision of the IAC.
- (d) **In cases of Red Flag events which arise in the course of the Company's ongoing business** - the Company CEO, in consultation with the Compliance Manager and other relevant senior personnel (e.g. the CFO and the General Counsel), will determine the necessary steps to be taken by the Company. All such decisions shall be in writing and shall be brought to the attention of the IAC. The IAC may decide to convene to address any such decision, in which case the IAC's final decision will be binding.

7. Rigorous Enforcement Policy

The Company in general, and the Compliance Manager in particular, shall enforce the Policy rigorously, including, but not limited to, exercising the right to terminate contracts of employees and Business Associates who fail to comply with the Policy.

F. TRAINING AND DISSEMINATION

1. Dissemination of Policy Documents to all Employees

All employees of the Company shall be furnished with:

- (a) a copy of the Company's Anti-Bribery and Corruption Compliance Policy Document, by means of a notification letter in the form set out in **Appendix 6** to this Compliance Program, and
- (b) a copy of the policy and guidelines on gifts and business hospitality (**Appendix 4**)

A copy of the Policy and Appendix 4 will be published on the Company's internal web-site.

2. Employee Training

After the formal adoption of the Policy by the Company, the Compliance Manager shall ensure the development and implementation, of a program of training for all Board and management members, identified sales and marketing, finance, Human Resources and business development personnel (the "**Relevant Personnel**"), on, inter alia:

- (a) The Anti-Bribery and Corruption Compliance Program of the Company, and its practical implementation and enforcement;
- (b) Business hospitality guidelines and practice;
- (c) Conducting due diligence vetting of Potential High Risk Business Associates;
- (d) Identifying, and how to act when confronted with, Red Flags;
- (e) Updates on changes in applicable laws/regulations;
- (f) Powers and authority of the Compliance Manager, and the obligation to cooperate with the Compliance Manager;
- (g) Obligation to report suspicious behavior/whistle-blowing in confidence, and the channels available to employees for such reporting;
- (h) Examples of behavior which is permitted and behavior which is not permitted;

The training will be conducted by means of one or more seminars/lectures/presentations ("**Sessions**").

The attendance of the Relevant Personnel at the Sessions will be mandatory. However, attendance need not necessarily be in person, and can be through webinars, video conferencing etc.

All Relevant Personnel shall be required to participate in periodic internal refresher Session, and possibly additional Sessions, as directed by the Company's management or the IAC.

The Sessions will be structured and organized so as to ensure that all Relevant Personnel are updated on changes and developments in the requirements and/or implementation of the Policy, and/or in the worldwide fight against bribery and corruption. The Sessions shall also serve as a forum for updating Relevant Personnel on recent incidents within the Company which require clarification of the Policy. A record of all training Sessions shall be kept on file at the Company for a minimum of 7 years.

3. Dissemination of Violations and Enforcement Measures

The Compliance Manager shall periodically disseminate, among the Relevant Personnel, a summary of any recent violations of the Policy (described in generic terms, so as not to identify the personnel involved), and the actions taken to enforce the Policy.

G. RECORDS AND BOOK-KEEPING

1. Clear records of all transactions, assets and disbursements

The Company must make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect the Company's transactions and assets, and it must maintain an adequate system of internal accounting controls. All disbursements (expenditures, gifts, business hospitality and any other payments) must be accurately and reliably reported and recorded. All accounting records, expense reports, invoices, vouchers, and other business records must be accurately and fully completed, properly retained, and reliably reported and recorded. The following are examples of prohibited records (please note that this is not an exhaustive list):

- (a) Creating records that inaccurately characterize the true nature of a transaction or payment (e.g recording a payment as an "overhead expense" instead of as a "commission");
- (b) Creating or maintaining any unrecorded fund or asset of the Company, such as a "slush fund" or an unrecorded petty cash or "black box";
- (c) Establishment or maintaining bank accounts that contain Company funds but are held in the names of individuals;
- (d) Approving or making any payment on behalf of the Company with the intention or understanding that any part of it is to be used for any purpose other than that described by the document supporting the payment.

2. Zero-tolerance for "off-the-book" transactions

No accounts may be kept "off-book" in order to facilitate or conceal improper payments. No funds or transactions may be labeled only as "miscellaneous" and all cash transactions must be individually and accurately recorded. Each transaction entered into by Company personnel must have proper internal authorization and approval. Undisclosed or unrecorded funds, accounts, assets or payments may not be established or retained for any purpose. Attempts to circumvent or evade the Company's internal accounting controls are prohibited.

3. External Auditors

The external auditors of the Company shall be made aware of the Policy, and shall be required to alert the Compliance Manager of any disbursements or transactions, or activities which may be in contravention of the Policy.