



## Second Foundation

Anti-Bribery and Anti-Corruption Policy

## SECOND FOUNDATION SF GROUP ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

### Policy details

Name:	Anti-bribery and anti-corruption policy
Companies subject to the policy:	Companies within the Second Foundation Group (the "SFG") as described below in the definitions
Group ICMS policy no.	
Last revision:	SFG-ABC25-V2
Created by:	Head of Compliance
Approved by:	Board of Directors
Confidentiality level:	Public

## 1. INTRODUCTION

The SF Group operates its business in several European countries and the US and always complies with applicable laws, including applicable laws relating to anti-corruption and anti-bribery. In addition, the SF Group is committed to secure additional rules to combat bribery and corruption with the industry standard rules – this Policy also sets specific anti-bribery management system (ABMS) observing the rules set by ISO 37001. This Policy also takes into account the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, specifically part VII. of these Guidelines (*Combating Bribery and Other Forms of Corruption*).

The purpose of this Policy is to ensure compliance of the SF Group with applicable laws relating to anti-corruption and anti-bribery, as well as to ensure that conflicts of interest are avoided and that the Representatives and Third parties understand that the SF Group has zero tolerance to any corruption, bribery and frauds in any form. This Policy also sets out a system of internal controls, ethics and compliance rules and preventive measures for adequately preventing, detecting and addressing bribery and other forms of corruption. This Policy shall also serve as a guidance and advice to the personnel of the SF Group.

The principles described in this Policy are emanating from the SF Group's commitment to integrity and sustainable way of doing business.

## 2. APPLICABILITY

This Policy applies to, and shall be observed by, all companies within the SF Group and their Representatives. If applicable, the SF Group will also seek to pursue the same principles and standards, when directly dealing with any Third party.

The prior written approval of the Board of Directors of the Company is required for any deviation from this Policy, provided that such deviation would not breach any applicable laws.

Compliance with this Policy is the duty of all individuals at all levels of the SF Group.

### 3. DEFINITIONS

Unless stated expressly otherwise in this Policy or unless the context requires otherwise, the capitalized terms used in this Policy shall have the meaning ascribed to them below:

- **“Agent”** means any agent, consultant, contractor, sub-contractor and anyone other, who works on behalf of the SF Group, and **“Agents”** shall be construed accordingly;
- **“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;
- **“Business Partner”** means any existing or prospective business partner of the SF Group, including tenants, purchasers, suppliers, lenders and joint venture collaborates, and **“Business Partners”** shall be construed accordingly;
- **“Company”** means any company within the SF Group;
- **“Compliance Officer”** means Compliance Officer of the SF Group;
- **“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, change course of action or to secure the performance of a routine governmental action by these officials or political party;
- **“Gift”** means any gift, advantage or entertainment of any kind, including any form of hospitality, and **“Gifts”** shall be construed accordingly;
- **“Policy”** means this SF Group Anti-Corruption and Anti-Bribery Policy; and
- **“Representative”** means any officer, director, employee or anyone other directly engaged with, and authorized to act on behalf of the SF Group, and **“Representatives”** shall be construed accordingly.
- **“SF Group”** Second Foundation Holding formed by Second Foundation Holding a.s., a company incorporated under the Czech law, ID No. 14160617, with its registered office at Na Florenci 2139/2, Nové Město, 110 00 Praha 1 and Second Foundation a.s., a company incorporated under the Czech law, ID No. 08561443, with its registered office at Na Florenci 2139/2, Nové Město, 110 00 Praha 1 and the subsidiary companies of these companies;
- **“Third party”** means an Agent and a Business Partner.

### 4. MANAGEMENT RESPONSIBILITIES

The overall responsibility for the pursuing of this Policy rests with the Board of Directors of the Company that acts through the Compliance Officer and other Representatives of the Company responsible for their respective fields of practice. The Compliance Officer reports to the Board of Directors of the Company on a regular basis or in case of any urgent matter.

The Compliance Officer acts independently from the Board of Directors and has access to all necessary resources, documents and other data needed for monitoring compliance with this Policy and all related functions.

## **5. CONFLICT OF INTEREST**

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 SF Group. Such situations can compromise objectivity and damage trust in decision-making, even when no actual misconduct occurs.

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 SF Group's internal rules. Even the appearance of a conflict of interests where none actually exists can be detrimental to the SF Group and shall be avoided. Representatives are therefore expected to act cautiously and to disclose potential conflicts early, rather than waiting until problems arise.

The SF Group's employees can work for another employer being active in the same business only with the SF Group's previous written consent, and members of the SF Group's corporate bodies shall in case of a (possible) conflict of interests comply with the respective corporate laws of the jurisdiction under which they were appointed and the SF Group's internal rules. This ensures that outside activities or appointments do not undermine loyalty to the SF Group or create divided obligations.

The SF Group expects the Representatives to be free from influences that conflict with the best interests of the SF Group or might deprive the SF Group of their undivided loyalty in business dealings. Otherwise, the Representatives, other than members of the SF 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 SF Group's business affairs and, at the same time, if they will consider themselves to be in the conflict of interest 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 in specific situation that occurred or is about to occur in relation to the SF Group. Members of the SF Group's corporate bodies and management shall in such cases report to, and consult with, the Board of Directors of the Company. The SF Group also expects that any relationship among the Representatives shall not impair ordinary professional performance of the Representatives' obligations. Open communication is critical, and early consultation with supervisors or the Compliance Officer helps resolve issues before they escalate.

A non-exhaustive list below provides illustrative examples of situations, in which a conflict of interests may arise:

- 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 SF Group or other person active in the same business as the SF Group.

Such involvement creates divided loyalties and may expose confidential information to competitors; or

- 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 SF Group. Personal or financial benefits gained through external relationships may conflict with the duty of undivided loyalty to the SF Group.

The use of the SF Group's, its customers' or its Business Partners' confidential information by the Representatives and/or their Associates (i.e., including family members) is prohibited. Misuse of such information for personal gain not only breaches trust but also constitutes a serious compliance violation.

## **6. SPONSORSHIP AND DONATIONS**

The SF Group is committed to being a responsible member of communities where it operates, to supporting those in need which may include sponsoring various events, initiatives and organizations. Such contributions are intended to strengthen community relations, demonstrate corporate responsibility, and provide genuine social value.

In no case charitable contribution, sponsorship, donation or memberships fees can be used as a subterfuge for bribery. This applies equally to direct contributions and to any indirect arrangements that could conceal an improper benefit.

All charity and donation activities are done in good faith and are not aimed to gain any business or other advantage *quid pro quo* that may be considered improper. Transparency is essential, and all contributions must be documented, approved, and proportionate to the purpose they are intended to serve. Sponsorship transactions, by their nature, may be done with the aim to gain business advantage in a transparent and legitimate way. Any such advantage must remain secondary to the main purpose of supporting a public or community initiative.

In case a charity, donation, sponsorship or memberships fees raises an increased bribery or corruption risk concern, prior to such charitable contribution, donation or sponsorship, an anticorruption due diligence is conducted to ascertain the appropriateness of such. This review may include verification of the recipient's governance, confirmation of how funds will be used, and obtaining written assurances that the contribution will not be misapplied.

## **7. COURTESY GIFTS GIVEN**

The SF Group acknowledges that giving gifts and providing business hospitality in order to express esteem, appreciation or gratitude is normal, legitimate part of doing business. Such gestures can strengthen relationships and reflect local business customs, provided that they remain transparent, proportionate, and compliant with this Policy.

Giving the Gifts to the individuals or entities that the SF Group does business with, may never collide with rules concerning prohibition of corruption, bribery and frauds. Gifts must never serve as a means of obtaining an undue advantage or influencing a

decision. 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 SF Group, and never offer any Gift to public officials without first checking with the Compliance Officer. This safeguard ensures that all interactions with public authorities remain beyond reproach.

Any Gift may be provided in the interest of the SF Group, only if the following conditions are met:

- the Gift is not in a form of cash payment;
- the Gift is provided only with good intentions and for legitimate business purposes;
- providing the Gift is consistent with good business practices and customary rules of the relevant market;
- providing the Gift is not prohibited by applicable laws and the SF Group's internal rules, and it does not breach ethical standards;
- providing the Gift is permitted (or at least not prohibited) by the counterparty's internal rules;
- 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;
- providing the Gift does not create an appearance of impropriety;
- the Gift does not create an expectation of a further special treatment; and also
- potential publicizing the information on providing the Gift would not be detrimental to the SF Group's reputation.

Representatives should always apply judgment beyond the formal value limit: even a small gift can be inappropriate if offered too frequently or in a sensitive context such as contract negotiations.

In addition, providing Gifts or any other kind of contributions to candidates for public office or to political parties or other organizations related to political parties or political candidates without the prior approval of the Board of Directors is strictly prohibited. This prohibition reflects the need to avoid any perception of political influence and to safeguard the SF Group's neutrality in political matters.

In case there is any doubt about compliance with any of the requirements above, the relevant Gift must be approved by the Board of Directors of the relevant company in the SF Group that is about to make the relevant donation. When in doubt, Representatives should seek approval in advance rather than risk a breach after the fact. All expenditure relating to Gifts must be accurately and completely recorded and disclosed in the books and records by the relevant competent persons. Complete documentation ensures accountability and allows the SF Group to demonstrate that all Gifts were provided transparently and in accordance with this Policy.

## **8. COURTESY GIFTS ACCEPTED**

Conditions stipulated for accepting the Gifts apply, to the extent possible, to receiving the Gifts by the Representatives accordingly. Representatives must therefore apply the same careful judgment when receiving benefits as when offering them, ensuring that no gift, hospitality, or advantage could create even the perception of influencing their objectivity.

If any third party offers or promises the Representative any Gift that breaches the conditions stipulated for accepting the Gifts, the Representative shall refuse such Gift and inform the Compliance Officer. The refusal should be polite but firm, making it clear that the SF Group maintains strict compliance standards. Prompt reporting ensures that the Compliance Officer can evaluate the situation and, if needed, provide further guidance or record the incident for transparency purposes.

If the Representative cannot or is unable to refuse receiving such Gift, the Representative shall inform the Compliance Officer, who decides on further steps and measures to be taken. Examples of such situations may include cultural or diplomatic settings where refusal would cause significant offense, or when the item is delivered without prior notice and cannot practically be returned immediately. In such cases, the Compliance Officer may decide that the Gift be donated to charity, shared internally in a transparent way, or otherwise disposed of appropriately.

Any Representative may never try to induce or move by any means anyone to give him/her any Gift. This prohibition extends to indirect requests such as hinting at a desire for favors, expecting discounts or free services beyond what is commercially reasonable, or leveraging professional relationships for personal gain. Even small or seemingly harmless requests may undermine the credibility of the Representative and the reputation of the SF Group.

Ultimately, the guiding principle is that Representatives must remain free of any obligation, real or perceived, arising from the acceptance of a Gift. By consistently applying this standard, the SF Group protects both its integrity and the trust of its stakeholders.

## **9. PROHIBITION OF BRIBES AND CORRUPTION**

The SF Group does not tolerate corruption or bribery in any form. This zero-tolerance approach applies in all jurisdictions and to all Representatives, regardless of local customs or practices, and covers both direct and indirect actions. Therefore, no Representative shall directly or indirectly (e.g., via third parties or intermediaries):

- 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 authorized by applicable laws "Anything of value" includes not only money but also gifts, entertainment, hospitality, employment opportunities, loans, donations, or any other benefit that could create undue influence;
- 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. Representatives must ensure that any advantage given to private sector partners remains transparent, proportionate, and commercially justified, avoiding arrangements that could appear to distort fair competition.; or

- request, 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 SF Group, secure an improper business advantage or receive a job opportunity. Acceptance of such benefits creates both personal and corporate liability, and even the appearance of being influenced can damage the SF Group's reputation and business relationships.

Any breach of this prohibition may result in severe disciplinary action, up to and including termination of employment, and can also expose both the individual and the Company to civil or criminal liability. Representatives are therefore expected to act with heightened vigilance and to seek prior guidance from the Compliance Officer whenever doubt arises.

## **10. PROHIBITION OF FACILITATION PAYMENTS**

The SF Group adheres to the anti-corruption and anti-bribery laws of the relevant jurisdictions prohibiting the Facilitation Payments. Facilitation payments, sometimes called "grease payments," are typically small, unofficial payments made to secure or speed up routine government actions such as issuing permits, processing visas, or providing basic services. At the same time, the SF Group discourages the use of Facilitation payments in jurisdictions where such payments are not prohibited. Even where the law does not explicitly forbid them, such payments undermine fair business practices, create unequal treatment, and expose the SF Group to reputational risks. Representatives are therefore instructed to avoid making facilitation payments under any circumstances and to consult the Compliance Officer immediately if faced with pressure to provide such a payment.

If a Representative encounters a situation where refusal of a facilitation payment could endanger personal safety, the payment may be made but must be reported without delay to the Compliance Officer. This exception is strictly limited to emergencies and does not alter the Company's general prohibition.

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

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 SF Group's internal rules (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 SF Group's whistleblowing procedure including the possibility to submit anonymous notice (please see it

foundation.atlassian.net/wiki/spaces/~6310a88509bc6014ea8b4079/pages/817201274/Trust+Box+and+Whistleblowing):

- any Agent or Business Partner engages in, or has been accused of engaging in, improper business practices;
- 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;
- any Agent or Business Partner insists on receiving a commission or fee payment before committing to sign up to a contract with the SF Group;
- 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;
- any Agent or Business Partner requests an unexpected additional fee or commission to "facilitate" a service;
- any Agent or Business Partner demands lavish entertainment or Gifts before commencing or continuing contractual negotiations or provision of services;
- any Agent or Business Partner requests that a payment is made to "overlook" potential legal violations;
- any Agent or Business Partner requests that the SF Group or Representative provide employment or some other advantage to his/her friend or Associate;
- the Representative receives an invoice from any Agent or Business Partner that appears to be non-standard or customized;
- any Agent or Business Partner insists on the use of side letters or refuses to put terms agreed in writing;
- 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 SF Group; or
- the Representative is offered or promised an unusually generous Gift or offered lavish hospitality by any Agent or Business Partner.

## **12. MERGERS, ACQUISITIONS AND SIGNIFICANT INVESTMENTS**

When the SF Group is involved in proprietary mergers, acquisitions, or significant strategic investments resulting in some degree of control over the target, the following risks arise:

- the other entity being part of the merger and as a result a part of the merged entity has been, or continues to be involved in bribery or corruption. This exposes the SF Group to inherited liabilities and reputational harm if proper due diligence is not performed;
- that a target of an acquisition or significant investment has been, or continues to be involved in bribery or corruption. Failure to identify such risks beforehand can result in direct financial loss and regulatory sanctions.

In many jurisdictions successor company resulting from merger, acquisition, strategic investment or reorganization assumes liabilities of predecessors, including all kinds of

civil and criminal liability for possible bribery and corruption crimes. This means that misconduct of the acquired entity can legally and financially bind the SF Group even if it occurred prior to the transaction. Other risks include reputational risks and risks of direct damages from losing business previously obtained through corruption. Such outcomes can erode stakeholder confidence and impact long-term strategic goals.

To manage those risks the SF Group takes three main mitigation activities:

- Pre-transaction due diligence to ensure that all risks of possible previous bribery or corruption have been identified. This involves a thorough review of financial records, contracts, ownership structures, and the compliance history of the target;
- Decision making to include all necessary anti-bribery and anti-corruption considerations. Transaction approval must explicitly weigh corruption risks alongside commercial factors;
- Post-transaction integration of the target, including, if necessary, remediation and implementation of robust Anti-Bribery and Anti-Corruption Program to reduce in the maximal extent the chances that bribery and corruption will happen in future. Integration should ensure that the target adopts the SF Group's compliance framework without delay.

These rules apply to all transactions when any member of the SF Group is involved in merger, acquires or invests in another company ("**target**") or any other reorganization activity, including credit restructuring process, resulting in gaining control or considerable degree of influence over another company, e.g., through the power of appointing members of control and executive bodies, through exercising veto rights, etc. The scope is therefore broad and covers not only traditional mergers and acquisitions but also restructurings where significant influence is obtained.

The purpose of anti-bribery and anti-corruption due diligence process is to discover or determine the likelihood of both current and historical bribery and corruption in relation to the target or other parties involved in the transaction. Identifying these risks early allows the SF Group to make informed decisions about whether to proceed, renegotiate, or abandon a transaction.

In case serious bribery or corruption risks are identified by due diligence, the decision shall also be taken as for whether remediation actions are needed post-transaction. Those remediation actions may include: seeking specific legal advice, renegotiating or re-tendering any contracts that have signs of bribery or corruption, removing employees or associates that might have been involved in corruption from the target company, reporting concerns to the relevant authority, etc. These actions are necessary to protect the SF Group from inherited liability and to demonstrate proactive compliance to regulators.

After the closing of transaction, in case the acquired control over target allows the full integration, post transaction target integration shall, where possible, include implementation of all essential components of Anti-Bribery and Anti-Corruption Program. This includes policies, training, monitoring systems, and reporting mechanisms aligned with SF Group standards to ensure sustainable compliance.

### 13. DUE DILIGENCE PROCESS

Prior to entering into an agreement with any Business Partner, the SF Group or its Representative will perform an anti-corruption and anti-bribery due diligence of the Business Partner. This review must take place before any contract is signed or commitment made, regardless of the size or value of the transaction.

The purpose of this due diligence is to gain reasonable confidence that a Business Partner does not make corrupt payments, and that the business relationship is a normal, legitimate one. The process is preventive in nature and is designed to identify red flags early, rather than reacting once misconduct occurs. Due diligence should be documented. All findings must be properly recorded to provide an audit trail and to demonstrate compliance to regulators if required.

The due diligence process includes the following steps:

- (i) collecting data on the Third party from publicly available sources (e.g., the commercial registry, the ultimate beneficial owners' registry, trade registry, news articles, etc.) and from the respective Third party. This ensures transparency of ownership and provides independent verification of information supplied by the partner;
- (ii) assessing whether the Third party publishes its annual financial statements. Regular publication of financial accounts is a strong indicator of reliability and compliance with corporate obligations;
- (iii) assessing the ownership structure of the Third party and its ultimate beneficial owner. Opaque or complex ownership structures may conceal politically exposed persons (PEPs) or entities from high-risk jurisdictions;
- (iv) assessing whether the Third party has a valid trade license and/or other licenses necessary to conduct its business. Expired or missing licenses are strong red flags and undermine the legitimacy of the Third Party's operations;
- (v) assessing whether the Third party has anti-corruption and anti-fraud policies put in place. The absence of such policies indicates weak internal controls and increases the likelihood of misconduct; and
- (vi) assessing whether the Third party shows any indications for corrupt or fraudulent behavior or has any history of such behavior. Previous allegations, investigations, or sanctions are key risk indicators and must be taken seriously.

Potential danger signs in dealing with a Third party include the following. The Third party:

- (i) refuses or hesitates to provide information regarding its operations or ownership. Lack of transparency is one of the strongest red flags of potential misconduct;
- (ii) appears to be no longer qualified or to be understaffed. An under-resourced entity may be a shell company or unable to deliver contracted services without resorting to improper practices;

- (iii) shows an indication for corrupt activities or has a history of corrupt activities. Past behavior is often predictive of future conduct and requires careful scrutiny;
- (iv) has expired or missing business licenses. This suggests disregard for legal requirements and undermines legitimacy;
- (v) requests to be paid in cash or upfront. Cash payments are untraceable and create a high risk of diversion to improper purposes;
- (vi) makes requests for unusual payments, such as payments to an unrelated third party or payments to an account in a country other than where the Third party is located or is working. Such arrangements are typical mechanisms for money laundering or hidden kickbacks;
- (vii) requests gifts of political or charitable contributions. These requests may disguise attempts to channel funds improperly to public officials or related entities;
- (viii) refuses to abide by this Policy. Non-acceptance of compliance requirements is incompatible with cooperation and should trigger termination of discussions;
- (ix) suggests it can use its connections to accomplish a particular task for the SF Group;
- (x) requests unusually large compensation in relation to the value of the services provided. Disproportionate fees often conceal corrupt payments;
- (xi) seeks reimbursement for unusually high or undocumented expenses. Lack of supporting documentation indicates an attempt to cover improper spending; and
- (xii) issues false documents or false invoices. Falsified paperwork is a direct sign of fraudulent behavior and must be treated as grounds for immediate escalation.

#### **14. THIRD PARTY'S COMPLIANCE EXPECTATION**

In the course of its business activity the SF Group engages in large number of relationships with Third Parties. These may include suppliers, consultants, intermediaries, distributors, and other business partners who, by their actions, can directly impact the SF Group's compliance profile.

As under many laws and regulations the SF Group may be called liable for bribery and corruption committed by a Third Party, those relationships can present high risk of being involved or perceived to be involved in bribery and corruption. Even if the misconduct is committed without the Company's knowledge, regulators and courts may still hold the SF Group responsible, which makes prevention and oversight critical.

Therefore, in order to effectively mitigate the risk of third party corruption the SF Group requests all Third Parties, dealing with members of the SF Group, to comply with the relevant laws and regulations applicable, including local laws and laws that have extraterritorial applicability. Third Parties are expected not only to comply with the

bare minimum of legal obligations but also to uphold the same ethical standards applied internally within the SF Group.

The SF Group requests every Third Party to read and understand this Policy that is made available to them by publishing electronically on the internal sites of the Company or if not available to the relevant Third Party, it is provided in the course of the contractual relationship either separately or as a part of the signed contract. By making the Policy accessible and binding, the SF Group ensures that Third Parties are aware of its requirements and cannot claim ignorance in case of violations.

The SF Group requests related to Third party' anti-bribery and anti-corruption compliance are expressed in the form of anti-bribery and anti-corruption clause that is to be included in written agreements with Third parties. These clauses typically include obligations to comply with applicable laws, to cooperate during audits or investigations, and to allow termination of the relationship if violations occur.

The compensation paid by the SF Group to any Third Party can only be a fair remuneration for legitimate goods/services. Funds paid shall under no condition be paid as bribes or channeled, including through any other party, for any corrupt purposes. Payments must be transparent, supported by proper invoices and documentation, and routed through official banking channels. Any unusual requests for cash payments, offshore transfers, or non-standard invoicing are strictly prohibited and must be escalated immediately.

## **15. RECORD KEEPING**

All members of the SF Group maintain accurate and fair recordings of all transactions in official books and records and no undisclosed or unrecorded accounts, funds, assets or transactions are established or maintained for any purpose.

This requires that:

- every payment, invoice, contract, and expense is properly documented and entered into the official systems;
- "off-the-books" accounts or cash payments are strictly prohibited, regardless of their value or purpose;
- Representatives must not alter, conceal, or falsify records in any way that could obscure the true nature of a transaction;
- supporting documents (such as receipts, contracts, and approvals) must be retained to ensure that all entries can be independently verified during an audit.

The goal is simple: full transparency. If an outsider or auditor looked at the Company's records, they must always reflect the true and complete picture of the Company's activities. Any attempt to bypass this principle can be treated as a compliance breach or fraud.

## **16. REPORTING**

Any violation of this Policy must be immediately reported to the Compliance Officer or via the SF Group's whistleblowing procedure (which includes the possibility to submit anonymous notice). Reports are treated confidentially, employees are protected against retaliation, and the whistleblowing channel ensures concerns can be raised safely and without personal risk.

The SF Group will take seriously and investigate all reports of potential violation of this Policy to ensure that proper step or measure is taken. Every concern is reviewed objectively and investigated where necessary, with corrective measures or system improvements applied to prevent recurrence.

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 SF 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. Consequences reflect the severity of the breach: minor negligence may lead to a warning, while deliberate misconduct or bribery results in dismissal and possible legal or regulatory proceedings.

## **17. INVESTIGATION OF CORRUPTION AND BRIBERY**

Since the SF Group is committed to effectively combat all (even potential) cases of corruption or bribery, the SF Group shall assess any reports of corruption or bribery and breaches of this Policy and conduct appropriate investigations. Each report is reviewed without delay, and the scope of the investigation is adapted to the seriousness of the allegation to ensure proportionality and efficiency.

All Representatives and Agents are obliged to provide assistance the Compliance Officer during his/her investigations. All Representatives and Agents are obliged to answer the Compliance Officer's questions, make available required documents and records and allow inspection of their workplace. Failure to cooperate may itself be treated as a breach of this Policy, as full transparency and cooperation are essential for a fair outcome.

The Compliance Officer shall inform the Board of Directors of the respective Company about the results of his/her investigation, present a final report about said investigation and propose appropriate corrective measures. The Board of Directors of the respective Company is obliged to review the Compliance Officer's final report and implement the corrective measures it deems necessary. Corrective measures may include disciplinary actions against individuals, improvements to internal controls, or process changes to prevent similar issues in the future. Subsequently, the Compliance Officer shall inform all Representatives and Agents concerned in such an investigation about the implemented corrective measures. This feedback ensures that individuals understand the outcome of the case and the reasons behind the chosen measures.

All investigations are strictly confidential. Any information that the Compliance Officer, Representative, or Agent learns during the investigation must be kept confidential and can be made public only with the prior approval of the Board of Directors of the

respective Company. Confidentiality protects both the integrity of the investigation and the rights of all persons involved, preventing premature conclusions or reputational harm.

Should the investigation suggest that the alleged misconduct may classify as a criminal offense, the SF Group undertakes to disclose the misconduct to the relevant authorities. The decision to escalate is made promptly, in order to comply with legal obligations and to demonstrate the Group's zero-tolerance approach toward bribery and corruption.

## **18. FINAL PROVISIONS**

The Board of Directors of the Company shall regularly revisit and reevaluate this Policy in light of development of the SF Group's business and applicable laws upon request of the Compliance Officer which will be made on the basis of regular checks or in the event of significant change to the structure or activities of the SF Group.

In accordance with section 4.5 of the ISO 37001 the Compliance Officer shall regularly check whether bribery and corruption risks are properly identified and whether the countermeasures aimed at combating such risks are suitable and effective in combating corruption and bribery. For this purpose, Compliance Officer shall establish internal criteria for evaluating these risks, which shall take into account the SF Group's internal policies.

The SF Group undertakes to effectively communicate this Policy to its Representatives, Agents and Business Partners, and provide appropriate training to its Representatives on anti-corruption and anti-bribery practices.

The Compliance Officer shall keep records documenting regular evaluations of this Policy, which can be potentially used to improve the SF Group's anti-corruption and anti-bribery system and this Policy.

**Second Foundation a.s. and Second Foundation Holding a.s.**