

## Transparency (Anti-Corruption) Policy

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### 1. Definitions

- CSO - Chief Security Officer – a person responsible for the security of the Allegro Group who performs duties in the scope of ensuring compliance with legal regulations and internal policies.
- Allegro Group/Group – the Allegro capital group comprising Allegro.eu S.A. (Lux) and its affiliates, whose bodies shall adopt the Policy for application.

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- Competitive Activity - Any actions taken on one's own behalf or on behalf of a third party (in particular acting as an employee, contractor cooperating on the basis of a civil-law agreement, advisor, partner, or member of a company body) concerning:
  - performance of online services, i.e. development or management of a platform used to sell product or services, or to compare prices,
  - performance of online services, i.e. development or management of a platform used to publish listings,
  - online payment services,
  - organized sales operations run through an online store, excluding microenterprises and small enterprises.

However, neither activity conducted for the Company's affiliated entities, nor holding jointly below 3% of shares or debt securities of any company conducting Competitive Activity will be considered as Competitive Activity.

- Compliance Manager - An Employee of the Company coordinating the work of the members of the Compliance Team, responsible for ensuring the smoothness and effectiveness of the performance of the Team's duties resulting from the Policy, and ensuring the consistency and uniformity of the application of the rules resulting from the Policy by all Employees and Associates of the Company, reporting directly to the CSO.
- Compliance Team - a functionally separate unit of the Allegro sp. z o.o. company, performing duties resulting from this Policy, also for other Allegro Group Companies, consisting, in the scope of substantive activities resulting from the Policy, of the Compliance Manager and Senior Compliance Specialists, reporting directly to the CSO. The substantive Employees of the Compliance Team are responsible for actively and responsively counteracting the risks of non-compliance of the actions of the Company's Employees and Associates with this Policy.
- Employee - this shall be understood as any person performing work or services for any of the Allegro Group Companies, regardless of the legal basis (incl. employment contract, civil-law agreement, B2B contract), as well as interns and trainees.
- Commercial Partner - A natural person, legal person or organizational unit, which cooperates with the Company in any way, regardless of the type and frequency of such cooperation and the type of services rendered or acquired.
- Policy - this Transparency Policy.
- Company - this shall be understood to mean each individual company being part of the Allegro Group.
- Exec Team - An Employee at career level 10 or performing duties for a person at career level 10.



## 2. Preliminary provisions

1. Allegro Group Companies compete in the market with the quality and price of their products (services), and undertake to conduct their business operations in a fair and ethical manner, in compliance with applicable laws. Consequently, it is required that their Employees, Associates and Commercial Partners perform their tasks resulting from the respective legal basis for cooperation with Allegro Group Companies, and meet their obligations, in accordance with the same rules. Under no circumstances shall an Allegro Group Company accept any unfair or disloyal conduct, or any activities which contradict the principles of ethics and loyalty.
2. The application of this Policy and compliance with it are supposed to prevent, to the widest extent possible, any breach of applicable legal regulations (incl. anti-corruption and unfair competition combating regulations) or ethical principles by Allegro Group Companies or individual acting on their behalf.
3. Prevention of all inaccuracies discussed in this Policy will contribute to building a positive image of Allegro Group Companies externally and within their own structures. In particular, it will help:
  - a) build the image of Allegro Group Companies as ethical enterprises;
  - b) ensure greater access of Allegro Group Companies to specific markets;
  - c) provide better options to establish business relations with other entities;
  - d) protect individuals reporting any violations of this Policy;
  - e) create a better workplace; and
  - f) save money and Assets.

## 3. Objective of the Transparency Policy

1. The objective of this Policy is:
  - a) to define the obligations of Allegro Group Companies, their Employees, Associates and personnel with respect to compliance with the Company's obligations related to counteraction of fiscal offences, corruption-related offences and unfair competition acts;
  - b) to provide guidelines for identification of corruption and proper conduct in that respect;
  - c) to determine the [conditions for acceptance and giving of gifts and other Benefits](#) which might form or be regarded as corruption activities; and
  - d) to provide guidelines for avoidance of Conflicts of Interest and protection of Trade Secrets.
2. This Policy shall apply accordingly to:
  - a) Allegro.eu S.A. and its affiliates;

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- b) Allegro Group Companies and their affiliates;
- c) Employees;
- d) Associates and personnel (incl. individuals who cooperate with Allegro Group Companies on the basis of civil-law agreements, such as specific-task agreement or cooperation agreement); and
- e) Commercial Partners.

## 4. General obligations

1. Each individual/entity to whom/which this Policy applies shall be obliged:
  - a) to detect offences related to the operations of Allegro Group Companies or cooperation between an Allegro Group Company and a given Commercial Partner, especially to identify any corruption activities;
  - b) to promptly report any inaccuracies related to the Transparency Policy, suspected offenses and any evidence obtained in that respect, in accordance with the [Whistleblowing Policy](#);
  - c) not to make or accept any bribe or promise of a bribe (whether directly or indirectly), and to avoid any situation which might create the appearance of such circumstances; and
  - d) to avoid situation that would result in a Conflict of Interest.
  - e) When acting in good faith, none of the aforesaid individuals or entities shall bear any negative consequences resulting from the refusal to give a Bribe in any form.

## 5. Relations between this Policy and other regulations / applicable laws

1. Based on applicable laws of most countries, payment, offering a payment or acceptance of a Bribe, kickback or other corrupt fees are considered a criminal offense. This Policy provides the minimum standards and requirements expected by Allegro Group Companies. If the local legal regulations or common law of the country where an Allegro Group Company runs its business set higher standards, all individuals and entities covered by this Policy shall be obliged to follow such standards.
2. Allegro Group Companies are subject to various regulations of the Polish law as regards anti-corruption solutions, such as:
  - a) the Criminal Code Act of June 06, 1997;

- b) the Fiscal/Criminal Code Act of September 10, 1999;
  - c) the Code of Commercial Companies Act of September 15, 2000;
  - d) the Act of October 28, 2002 on Liability of Legal Entities for Prohibited Actions.
3. Under specific circumstances, the anti-corruption laws of other countries might apply, as well; these include the US Foreign Corrupt Practices Act and the UK Bribery Act (the "Anti-Corruption Laws").
6. Cooperation with third parties and Commercial Partners
- 1. The Commercial Partners of an Allegro Group Company are subject to this Policy in the same way as the Employees, and cannot ask any third party (or authorize any third party) to take any actions on behalf of an Allegro Group Company, which such Allegro Group Company is not permitted to take under this Policy.
  - 2. Prior to entering into any business agreement with a Commercial Partner that will be performing actions for or on behalf of an Allegro Group Company, it is necessary to conduct a proper and documented verification of the Commercial Partner's history, business potential (incl. criteria such as consistency between such entity's objects of business and the scope of cooperation with an Allegro Group Company, achievements and experience related to specific products/services, industry or area, as well as adequate human resources and facilities) and reputation. Special attention needs to be paid to any information concerning the potential Commercial Partner's involvement in any Bribery or corruption activities.
  - 3. In case the person conducting the verification has any doubts or reasons to suspect that the Commercial Partner's history, business potential or reputation may will result or already results in a breach of this Policy, such person is obliged to promptly report those doubts/suspicions in accordance with the Whistleblowing Policy. If an Employee or a member of personnel of an Allegro Group Company fails to take note of the details referred to above, or deliberately disregards them, this may be considered as a violation of the Policy and evoke doubts as regards such person's involvement in corruption activities.
7. Bribery
- 1. This Transparency Policy distinguishes between two types of actions that may be regarded or are regarded (under applicable laws) as Bribery:
    - a) Bribing a Public Official; and

- b) Business Corruption.
- 2. Irrespective of the type of Bribery, it always comes down to offering, requesting, promising or accepting certain benefits. Any reference to a Benefit in this Policy shall be regarded as an added value of a specific action for an Employee or someone else (an individual related to an Employee, or a Commercial Partner), whether financial or personal in nature. The above includes the following in particular:
  - a) with respect to financial Benefits – any consideration that can be expressed in terms of money, incl. cash (e.g. a donation or a loan granted upon preferential conditions), gifts, meals, travel (incl. accommodation), entertainment or services;
  - b) with respect to personal Benefits – any non-financial consideration which can improve your situation or the situation of someone associated with you or a Commercial Partner, incl. a promise of promotion, participation in cultural, entertainment or educational events, or expedited performance of services.
- 3. In light of the [Benefits giving and acceptance conditions](#), there is no value threshold for a Bribe (irrespective of its form), meaning that each financial Benefit may be regarded as a bribe.
- 4. It is also forbidden to make any payments to third parties if a given person knows or suspects – before or during such payment – that the entire amount or its part is directly or indirectly intended for a bribe or another corruption activity.
- 5. An Allegro Group Company might be accused of corruption if (among others):
  - a) an act of Bribery was committed by a person who performs services for or on behalf of an Allegro Group Company, or an Allegro Group Company has obtained at least some indirect Benefit; or
  - b) A Bribe was given in order to obtain, keep or continue business operations, or to provide other benefits for or on behalf of an Allegro Group Company;
- 6. Under the Polish Anti-Corruption Laws, an Allegro Group Company may be penalized in case an act of Bribery is committed by its Employee or Commercial Partner, and such Allegro Group Company failed to prevent the Bribery, as long as it was possible to avoid such bribery if the Allegro Group Company had arranged and implemented proper prevention measures. Consequently, compliance with the rules, regulations and procedures included in this Policy should serve as a proof of due care and diligence taken by Allegro Group Companies, and implementation of preventive measures.

## 7.1. Bribing a Public Official

- 1. The following is regarded as an instance of Bribing a Public Official:
  - a) any direct or indirect

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- b) promising, granting or requesting a Benefit
  - c) to (or by) a Public Official
  - d) in relation the the function performed by such official, or in order to:
    - I. encourage the Public Official to violate applicable laws or professional duties; or
    - II. secure or continue business, or obtain a commercial (or another) benefit that is unfair in nature.
2. The definition provide above applies to Bribery committed in person or through a third party.
  3. Any situation in which an Employee, an individual associated with an Employee, an Allegro Group Company or a Commercial Partner offers, promises or gives any benefit to a Public Official with the aim of exerting an influence on such official's performance of duties is not only prohibited under this Policy but also constitutes a criminal offence that carries imprisonment of between 6 months and 8 years.
  4. A Public Official referred to above shall be understood to mean:
    - a) any legislative, administrative or judicial authority, incl. any custos or tax authority;
    - b) any enterprise owned, run or controlled (whether in total or in part) by the state or government, as well as a state-owned enterprise; or
    - c) any political party (incl. its officials or candidates selected or endorsed by it).

## 7.2. Business Corruption

1. Business Corruption consists in:
  - a) a situation in which an Employee, Allegro Group Company or Commercial Partner requests or accepts a Benefit;
  - b) a situation in which a Benefit is requested or accepted by a person performing a managerial function in a business unit or employed by it or hired on the basis of a civil-law agreement;
  - c) in return for abuse of such person's authorization or non-performance of an obligation;
  - d) which may expose such business unit to damages, or constitute an act of unfair competition or an unacceptable act of favoritism to the benefit of a purchaser or recipient of goods or services; and
  - e) such action is performed in order secure or continue business, or obtain a Benefit that is unfair in nature.

## 7.3. Kickbacks

1. A kickback is any agreement under which part of a specific amount is returned to another party in return for execution or arrangement of a business transaction. Kickbacks are prohibited under this Policy and multiple legal regulations, especially the US Foreign Corrupt Practices Act.
2. Any offer or request which may be (even potentially) regarded as a kickback shall be promptly reported in accordance with the Whistleblowing Policy.

## 7.4. Extortions and protection payments

1. If any Employee or Commercial Partner receives a request for any payment (that would normally constitute a violation of applicable laws or this Policy), and that person has reasonable grounds to believe that failure to make such payment would entail a direct threat to their life, health or safety, the act of making such payment might be regarded as coerced or higher necessity, meaning that such person does not commit a crime and does not violate the Transparency Policy. This exception only applies in case all of the following conditions have been fulfilled:
  - a) the threat concerns an Employee's (or Commercial Partner's) health, life or safety; and
  - b) the Employee (Commercial Partner) is unable to consult the situation with CSO or the Company's Management Board.
2. Threats related to commercial, financial and other types of interests do not justify such payments.
3. In case a payment is made in response to a threat, it is required to adequately document the circumstances (incl. the reason for the payment, the amount and the recipient's identity) and to promptly report such payment in accordance with the Whistleblowing Policy. After receiving a notification, CSO will determine (if applicable) what actions to take in order to examine such notification. If a notification is approved, CSO will take any remedial measures that are considered necessary in light of the circumstances.
4. Any payment made in response to a threat needs to be properly documented in the Company's books and records. A relevant entry should include the amount and purpose of the payment.
5. Irrespective of the above, all threats and other forms of extortion have to be consulted with CSO or the Management Board.

## 7.5. Cyber extortion

1. It is forbidden to negotiate with or effect any payments to anyone making a cyber attack threat or demanding a ransom for unblocking or non-disclosure of IT data/systems that were blocked or infected through an attack. Any such extortion attempt needs to be promptly reported in accordance with the Whistleblowing Policy.

## 8. Management of funds

### 8.1. Use of private funds

1. In light of the definitions of individual types of Bribery, the use of any funds that belong to an Allegro Group Company for the purpose of financing any activities prohibited under this Policy or applicable laws is forbidden in all circumstances.
2. The same applies to the financing of any activities related to an Allegro Group Company's operations by Employees or Commercial Partners from their private funds if such activities are prohibited under this Policy or applicable laws.
3. The fact that an Employee or Commercial Partner does not take any actions to obtain reimbursement of the funds used for financing of prohibited activities shall not justify a violation of this Policy, a corruption offence or a breach of a Trade Secret.

### 8.2. Payments to third parties

1. When making any payments to third parties, Allegro Group Companies and individuals acting on their behalf shall endeavor to eliminate all risks of accusations of involvement in corruption. Given the profile of the business operations of Allegro Group Companies and the economic circumstances of commercial negotiations, it seems impossible to define general rules for payments to Commercial Partners and other third parties. Nevertheless, when effecting a payment, one needs to keep in mind the rules discussed below as failure to comply with them shall be regarded as a sign of a corruption risk or other inaccuracies:
  - a) as a general rule, payments should be justified from the business point of view, proportionate to the transaction value and at the level of fees paid to other suppliers of the same goods/services in the same market;
  - b) payments that include success fees should be made cautiously; they should not be used if they may encourage a Commercial Partner to participate in Bribery or other corruption activities;
  - c) payments should not be made until an Allegro Group Company receives a VAT invoice for the goods or services, along with a detailed list of individual items, or in case the fee due to a Commercial Partner does not match the actual status (in order to execute any

payment before services are performed / goods are delivered, it is necessary to obtain a prior approval of the Finance Department);

- d) payments should be made directly to a Commercial Partner's bank account held in the country where the Commercial Partner has its registered office, or any bank account held in the European Union, as long as the Commercial Partner has its registered office or place of business there (it is forbidden to make any cash payments, excluding minor transactions, such as fees for business taxi rides);
- e) changes to pre-agreed fees are only possible if they are compliant with the provisions of a respective agreement or an Allegro Group Company has expressed its consent for them, considering them as justified from the commercial point of view (any sudden and groundless requests of a Commercial Partner, related to a substantial rise in the fees due to it, which have not been properly explained by the Partner, shall be regarded as the Commercial Partner's potential involvement in Bribery or an inclination to participate in corruption activities).

## 9. Requirements applicable to books and records

- 1. In order to make it possible for an Allegro Group Company to identify bribes, prevent corruption, keep adequate accounting records and ensure internal transparency control measures, it is strictly forbidden to make any non-recorded payments or falsify any records of Allegro Group Companies, irrespective of the amount in question.
- 2. Given the above:
  - a) Allegro Group Companies' books and records shall be kept and stored in a manner which ensures that they reflect all transactions and disposals of assets as reliably and accurately as possible;
  - b) the internal accounting system of Allegro Group Companies shall be managed in a way which ensures that transactions are properly executed and documents.

## 10. Acceptance and giving of Benefits

- 1. All gifts, forms of hospitality, entertainment and travel/accommodation may be intended to exert an influence on other individuals or entities in order to secure a business advantage for an Allegro Group Company or third parties. Consequently, they may be regarded as an act of Bribing a Public Official or Business Corruption. While this Policy does not forbid the Employees and personnel of Allegro Group Companies to accept or give Benefits, any such situation requires:

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- a) fulfillment of the conditions specified in this Policy, especially the [Benefits giving and acceptance conditions](#) attached hereto as Appendix 1,
  - b) obtaining the consent of the Compliance Manager or CSO - If the Benefit goes beyond the framework indicated in the point above (requests should be submitted via the form in ServiceNow); the request for consent must include a business justification and the consent of the immediate supervisor for the request,
  - c) In case of Allegro.eu BoD Board Members, Members of the Management Boards of Allegro Group Companies and members of the Exec Team of significant companies - Tier 1, they don't need to notify the direct supervisor about benefits up to 500 EUR, but all benefits over 500 EUR should be reported to CSO via email: [cso@allegro.eu](mailto:cso@allegro.eu). CSO then submits the report via the form on ServiceNow.
2. In case of any doubts as to whether a specific action (e.g. accepting or giving a Benefit) may result in a violation of the Transparency Policy, the Employee or member of personnel of an Allegro Group Company should consult CSO, Compliance Manager or the Compliance Team by submitting a request via the Compliance form on ServiceNow describing the Benefit, the circumstances of its giving, the business justification for its possible acceptance and estimating its value. In case a given Company has not designated its CSO and does not have a Compliance Team, it is required to contact the CSO of Allegro.eu S.A.
  3. Allegro Group Companies can cover justified costs of entertainment, meals, accommodation or business trips of their Employees or personnel members, as long as such costs are incurred for the promotion, presentation or explanations related to products (services) of such Allegro Group Companies, or to execution or performance of agreements. Upon a prior consent of the CSO or immediate supervisor, Allegro Group Companies may also (if justified) cover the travel costs of a spouse or another member of the family of an Employee or personnel member, as long as such trip is not related to any activities other than promotion or marketing of products (services) of an Allegro Group Company.
  4. It is allowed to give or and accept gifts (Benefits) as long as:
    - a) they are not intended to exert an influence upon a third party in order to obtain a business advantage or to pay such person for orders or business advantages secured for an Allegro Group Company, and they are not given (whether in an express or implied manner) for favors or Benefits;
    - b) they do not take the form of cash or its equivalents (e.g. vouchers, gift cards, discounts or gift coupons);
    - c) they are justified in terms of the reason for which they are given and the time at which they are given (e.g. minor gifts for specific holidays);
    - d) their value does not exceed EUR 500 in case of Allegro.eu BoD Board Member and Exec Team of significant companies - Tier 1 (or if exceeded was reported to CSO) and EUR 200

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- in case of all other employees (as long as the conditions specified in Appendix 1 are fulfilled);
  - e) they are given in a transparent manner and in accordance with the transparency rules;
  - f) they are properly documented in the books and records of a given Allegro Group Company; and
  - g) they are compliant with applicable local regulations.
5. If a gift (Benefit) is given by or received from a Public Official, such gift (Benefit) shall be allowed as long as the conditions detailed above and the additional conditions below are fulfilled:
- a) it has been confirmed by CSO that such Benefit does not violate the Anti-Corruption Laws or regulations governing the professional duties of Public Officials;
  - b) they do not constitute payment for performance or non-performance of specific actions by a Public Official;
  - c) they are compliant with applicable local regulations.

## 11. Conflict of Interest.

1. A Conflict of Interest is a situation in which an Employee has any private interest (incl. family or group interest) that influences or might influence their performance of professional duties. A private interest might entail any financial, economic or other personal interest, which affects or might affect the impartiality and independence of an Employee with respect to their professional duties, and consequently the fairness and image of a given Allegro Group Company.
2. In other words, a Conflict of Interest emerges when an Employee has a direct or indirect impact on the decisions or actions of an Allegro Group Company, and such decisions/actions may lead to certain actual or potential benefits for the Employee (or their relatives/associates), which do result from the professional relation between the Employee and the Allegro Group Company.
3. Given the fact that each potential (apparent) Conflict of Interest may affect the manner and quality of performance of the Employee's duties, Allegro Group Companies adopt the following division of such conflicts:
  - a) unacceptable Conflicts of Interest (i.e. prohibited actions);
  - b) actions covered by the reporting and monitoring obligation;
  - c) actions requiring extreme caution.

4. Nevertheless, a Conflict of Interest should be avoided in any form. None of the Employees should be guided by their personal interest while performing any professional duties, regardless of their importance.
5. For the purpose of management of Conflicts of Interest, each Allegro Group Company shall be obliged to implement the rules attached hereto as [Appendix 2](#).

## 11.1. Competitive Activity

1. Competitive Activity is inherently related to Conflicts of Interest. They include:
  - a) performance of online services, i.e. development or management of a platform used to sell product or services, or to compare prices;
  - b) performance of online services, i.e. development or management of a platform used to publish listings;
  - c) online payment services, incl. deferred payments and instalments;
  - d) insurance services;
  - e) sale of tickets for cultural/entertainment events;
  - f) logistics services (incl. fulfillment services, warehousing services, courier services, dispatch management, handling returns or post-sales services);
  - g) services that make it possible to use payment solutions offered by third parties; and
  - h) organized sales operations run through an online sale, excluding microenterprises<sup>1</sup> and small enterprises<sup>2</sup>.
2. Any person that embarks on cooperation with an Allegro Group, irrespective of the legal basis for such cooperation (employment contract, civil-law agreements), shall not be allowed to do any of the following:

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<sup>1</sup> In accordance with Art. 7(1)(2) of the Act of March 6, 2018 - Entrepreneurs' Law (Journal of Laws of 2021, item 162, as amended), a microenterprise means an entrepreneur who, in at least one of the last two financial years, met the following conditions jointly:

- a) employed on average annually fewer than 10 employees and
- b) achieved an annual net turnover from the sale of goods, products and services and from financial operations not exceeding the PLN equivalent of 2 million euros, or the total assets of its balance sheet drawn up at the end of one of those years did not exceed the PLN equivalent of 2 million euros;

<sup>2</sup> Pursuant to article 7 section 1 item 2 of the Business Entities Law Act of March 06, 2018 (Dz. U. / Journal of Laws of 2021, item 162, as amended), a small enterprise is one that has met the following conditions in at least one of the past two financial years:

- a) it had an average annual headcount of less than 50;
- b) it generated an annual net turnover from the sale of goods, products and services, and from financial operations, which does not exceed EUR 10 million; or the value of its assets in the balance sheet made as of the end of one of those years did not exceed EUR 10 million

and is not categorized as a microenterprise

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- a) to act as a sole trader; to pursue a liberal profession; to provide services free of charge or for any fee – if such actions constitute Competitive Activity;
  - b) to enter into or perform (indirectly or directly) any agreements with entities that engage in Competitive Activity;
  - c) to serve as a member of anybody (incl. management or supervisory bodies) of a legal entity or a non-corporate entity which engages in Competitive Activity, except for situations in which such person holds no more than 3% (three percent) of shares or debt securities in a listed company for investment purposes.
3. Employees are obliged to refrain from Competitive Activity and to avoid Conflicts of Interest throughout the term of their legal relationship with Allegro Group Companies. First of all, before embarking on cooperation with an Allegro Group Company, an Employee declares that s/he is not involved in any of the operations listed above.
  4. In case an Employee engages into any Competitive Activity during the term of their professional relationship with an Allegro Group Company, the Employee shall promptly send a request via the Compliance form on Service Now
  5. Even if a specific activity initially seems to constitute Competitive Activity, each reported case needs to be analyzed individually in view of the nature of the Employee's duties as part of such activity, so as to determine whether there indeed is any Conflict of Interest. In case of any doubts as to whether a specific action may result in a Conflict of Interest, the Employee or member of personnel of Allegro should consult CSO or the Compliance Team by submitting a request via the [Compliance form on ServiceNow](#).

## 11.2. Types of Conflicts of Interest

### 1. Unacceptable Conflicts of Interest

Unacceptable Conflicts of Interest include those actions which Employee are strictly prohibited from taking:

- a) running Competitive Activity during the term of the professional relationship with an Allegro Group Company without a consent of the Management Board;
- b) participation in any Conflict of Interest which could result in damage to an Allegro Group Company (incl. loss of property) in return for potential Benefits for the Employee or their associates/relatives or a Commercial Partner;
- c) accepting Benefits in violation of the [Benefits giving and acceptance conditions](#);
- d) use of information and data categorized as a Trade Secret for any purposes other than professional duties, and disclosure of such information/data to unauthorized individuals;

- e) use of information categorized as a Trade Secret of another entity during the performance of professional duties for an Allegro Group Company; or
- f) performance of work or services for other entities that use the resources owned by an Allegro Group Company (incl. during the time intended for the performance of duties for the Company).

## 2. Actions covered by the reporting and monitoring obligation

1. Each Employee shall be obliged to report any situation in which:
  - a) a person associated with an Employee runs Competitive Activity;
  - b) a person associated with the Employee takes part in the preparation of a bid or public tender, or has become a Commercial Partner of an Allegro Group Company;
  - c) an Employee has received a Benefit or a promise to be given a Benefit, which cannot be accepted under the Company's guidelines;
  - d) an Employee finds out or has reasons to suspect that the actions of an existing (or potential) Commercial Partner violate or could violate the Policy;
  - e) an Employee enters into an agreement with a Commercial Partner, which does not result from official negotiations with an Allegro Group Company, and may constitute acceptance or promise of a Benefit;
  - f) an Employee or an individual associated with an Employee establishes a financial, capital or private relationship with a Commercial Partner;
  - g) a Person Associated with an Employee has become the Employee's superior/subordinate, or, despite the lack of a superior/subordinate relationship between the Employee and Person Associated, they may have a potential impact on their situation at the Company, including, in particular, their performance evaluation, salary, promotion opportunities, or access to training;
  - h) an Employee who may have an impact on the outcome of recruitment processes takes part in recruitment of person associated with the Employee; or
  - i) an Employee has taken an additional job, started acting as a sole trader or embarked on any additional operations that generate earnings, which might be regarded as Competitive Activity.

## 3. Actions requiring extreme caution

1. An Employee shall be obliged to act in a reasonable and unbiased way which makes it possible to avoid acceptance or promise of a Benefit (incl. any suspicions in that respect), and adequately protects the interests of an Allegro Group any time:



- a) an Employee or an individual associated with an Employee establishes any personal/social relationship with a Commercial Partner; or
- b) an Employee holds supervisory or executive powers within an Allegro Group Company.

## 12. Trade Secret

1. Given the nature of each position within the structure of Allegro Group Companies, Employees need to obtain access to information regarded as Trade Secrets in order to perform their duties.
2. A Trade Secret shall be regarded to mean any technical, technological, organizational and commercial information, any technical, commercial, financial and other know-how (incl. any materials, products, tools, graphic communications, specifications, user manuals, drawings, electronic and other information related to the operations of Allegro Group Companies) or other information that has any economic value, which is not publicly or easily available (as a whole or a specific set of elements), especially:
  - a) information about internal mechanisms and tools used for the management of online services owned by Allegro;
  - b) information about the collected data of registered users of online services owned by Allegro, incl. the scope of such data and the manner of its use;
  - c) information about internal procedures of individual departments;
  - d) information about the organizational structure, scope of duties of individual employees, and tasks assigned to specific positions;
  - e) any financial or statistical information, unless disclosure has been approved by an Allegro Group Company; and
  - f) the contents of agreements executed by Allegro Group Companies with their employees (incl. remuneration) and external entities.
3. Employees shall only be allowed to use the Trade Secrets disclosed to them for the performance of their professional duties, especially for the purpose for which they have been disclosed. Employees shall be obliged not to disclose or transfer the Trade Secrets to any third parties, not to use the Trade Secrets for any private purposes or any purposes other than those of Allegro Group Companies or their affiliates, and not to obtain such information – without a prior consent of a respective Allegro Group Company – as a result of unlawful access appropriation or duplication of documents, items, materials, electronic files and data storage devices containing any Trade Secrets or making it possible to request access to them.
4. Moreover, Employees shall not use, disclose or transfer any Trade Secrets to any Associates who do not need such knowledge for proper performance of their duties.

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5. Employees shall be obliged to ensure proper protection of Trade Secrets and other confidential information or one that is important from the economic point of view, in a manner described in separate policies and internal procedures, as well as to protect devices owned by Allegro Group Companies (incl. passwords and codes which allow access to Trade Secrets).
6. All the Employee's obligations and rules related to protection of Trade Secrets, discussed herein, shall be in effect throughout the term of employment/cooperation with an Allegro Group Company and for 5 (five) years of its expiration/termination.
7. Given the fact that the Companies belong to the Allegro Group, for which Allegro.eu S.A. acts as the dominant entity, information regarded as Trade Secrets shall include information of a precise nature, which has not been made public, relating, directly or indirectly, to one or more issuers or to one or more financial instruments, and which, if made public, would be likely to have a significant impact on the prices of those financial instruments (i.e. stocks) or on the prices of related derivatives. Any issues related to such confidential information are governed by the Information Disclosure Policy.
8. As regards any information concerning the operations of Allegro Group Companies, Employees (Associates) shall not be allowed to issue or present any releases for the press, radio or TV, nor shall they publish or issue any statements, letters or articles related (whether directly or indirectly) to the business operation of a given Allegro Group Company or its affiliates. Each release or statement referred to above requires a prior consent of the Corporate Communications Department.

## 13. Credentials

1. It is not allowed to give credentials to any entities cooperating with an Allegro Group Company without a proper consent. All requests for credential shall be sent to: [references@allegro.eu](mailto:references@allegro.eu). It is necessary to include the contents of the credentials, information about their planned use/publication, and the reason why they should be issued.
2. It is not permitted to use any contractual clauses under which it is required to issue credentials. Any time credentials are given, this needs to be made on the basis of a prior consent.

## 14. Powers of CSO

### 14.1. Risk assessment

1. This Transparency Policy has been developed by CSO on the basis of the assessment of corruption risks related to the operations of Allegro Group Companies.

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2. CSO shall be obliged to periodically update the risk analysis, at least once a year, and each time specific (legal or economic) circumstances indicate that the risk assessment might be out-of-date or might not reflect the actual corruption risk related to the Company's operations and surroundings. The conclusions from a corruption risk assessment are communicated by CSO directly to the Management Board.
3. A general risk assessment shows that the corruption risk related to the operations of Allegro Group Companies is relatively low, save that there are some areas considered as potential corruption risk sources, as listed in Appendix 3 hereto.

## 14.2. Resolving doubtful situations

1. Experience and practice show that sometimes it is difficult to distinguish between situations (payments) which are compliant with this Policy and Anti-Corruption Laws, and ones that should be considered illegal, unethical or non-permitted. It needs to be noted here that while specific legal regulations might not apply to certain circumstances, such circumstances may still be incompliant with this Policy.
2. Consequently, all Employees and members of personnel of Allegro Group Companies, and third parties acting for or on behalf of Allegro Group Companies (incl. Commercial Partners), who/which encounter any acts potential corruption or bribery, or have learned of any of the above, should promptly notify CSO in accordance with the Whistleblowing Policy.
3. Failure to report an act of corruption or bribery, or the fact that information about such act has been obtained, might lead to a situation in which the person covered by such reporting obligation will be suspected of involvement in an action prohibited under the Anti-Corruption Laws or this Policy.
4. Concerns regarding Conflict of Interest, Competitive Activity, or gifts should be reported through the Compliance form available on ServiceNow.
5. If an Employee or member of personnel of an Allegro Group Company raises concerns about a Conflict of Interest, Competitive Activity, or the acceptance or giving of a gift, the Compliance team has 30 days to issue a decision regarding the Employee taking the action outlined in the notification
6. Under no circumstances shall the actions taken by an Employee or member of personnel of an Allegro Group Company outside the employment/cooperation relation endanger the Company's interests; in particular, they cannot result in an act of unfair competition to the detriment of an Allegro Group Company, or reduction of the Company's market position.

## 14.3. Investigations related to suspected and reported inaccuracies

1. CSO – together with the Compliance Team and the Legal Department – shall be responsible for:
  - a) conducting investigations into any inaccuracies related to the Anti-Corruption Laws or this Policy;
  - b) analyzing all instances, suspicions and reports of corruption or bribery; and
  - c) informing the Management Board of an Allegro Group Company about suspected corruption offenses or serious violations of the Policy, and determining (together with the Management Board) the scope and manner of further actions to take.
2. On the basis of an opinion prepared by the Legal Department and discussions with CSO and the Compliance Team, the Management Board decides:
  - a) to report a suspected criminal offense to competent authorities (if applicable);
  - b) to take a disciplinary action (if applicable) against an Employee or member of personnel of an Allegro Group Company, who is responsible for a violation of applicable laws or this Policy;
  - c) to take remedial measures; or
  - d) to take proper measures to prevent the abuse from happening again or to minimize such risk.

## 14.4. Enforcement of the Policy

1. Supported by the Compliance Team, CSO shall be responsible for enforcing this Policy, incl. development of procedures for examination of notifications about (suspected) inaccuracies, and preparation of reports in that respect. In view of the above, the person performing the CSO function at a given Allegro Group Company should report the following to the Management Board once a year:
  - a) the number of identified violations of this Policy, together with their general description; and
  - b) the number of cases reported to enforcement authorities, together with their general description.
2. Internal systems, procedures and policies are subject to periodic audits whose aim is to confirm their efficiency in the prevention of corruption. In view of the above, the person performing the CSO function should (with support of the Compliance Team):
  - a) conduct ongoing monitoring of the efficiency of this Policy (incl. its usefulness and adequacy);
  - b) conduct periodic reviews of the Policy, unless changes to the legal and/or economic circumstances justify an earlier review; and

- c) conduct an annual review of the corruption risk assessment and suggest (on the basis of such assessment) potential changes and improvements; if accepted, such changes/improvements shall be promptly incorporated into the Transparency Policy and communicated to everyone to whom the Policy applies.
3. In case a given Allegro Group Company has not designated its CSO and does not have an Compliance Team, the CSO of Allegro.eu S.A. shall be responsible for enforcing this Policy.
4. Each person covered by this Policy shall be responsible for its success and efficiency, and should comply with it any time when they learn of any potential acts of corruption or bribery.

## 15. Communication and training

1. All Employees and members of personnel of Allegro Group Companies shall be obliged to read this Policy and any amendments thereto. The fact that an Employee (Associate) has read, accepts, and undertakes to comply with the Transparency Policy should be confirmed by signing a relevant statement or accepting the Policy in the Company's IT system.
2. In particular, Allegro Group Companies represent/warrant that:
  - a) the Company's obligation to prevent bribery has been published at its website and (depending on the circumstances) in marketing materials and other communications published by the Company;
  - b) all Employees and members of personnel of Allegro Group Companies are informed about the Company's obligation to prevent bribery and other forms of corruption, and there are regular training sessions in the Company's anti-corruption standards, incl. the Transparency Policy, immediately after some becomes employed by the Allegro Group Company, and at least once a year during the term of employment;
  - c) CSO (supported by the Compliance Team) supervises the training processes referred to above; and
  - d) the Company will endeavor to make sure all its Employees (Associates), personnel members, Commercial Partners, other business partners and individuals cooperating with the Company or performing any actions on its behalf are familiar with the Company's anti-corruption regulations (incl. this Policy).
3. The companies behind Allegro Group provide an annual mandatory training plan. The trainings address the most important risk areas in their scope of content:
  - a) Privacy
  - b) Information Security
  - c) Compliance (Code of Conduct and Ethical Behavior)

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## 16. Liability for violations of the Transparency Policy

1. Each individual covered by this Policy shall be obliged to comply with its provisions and applicable laws, incl. ones concerning corruption and unfair competition.
2. Any action that infringes the Transparency Policy is prohibited; in case any such action takes place, the Company promptly takes relevant (organizational/legal) measures. If an Employee or another person covered by the reporting obligation encounters or learns of any violation of this Policy, they should immediately report this to CSO in accordance with the Whistleblowing Policy.
3. Liability for the reported inaccuracy may be borne not only by the person who committed a given act that violates the Transparency Policy, but also anyone obliged to comply with this Policy, who knew about a potential act of corruption or another breach of the Policy but failed to notify the Company about the above in accordance with the Whistleblowing Policy.
4. Penalties imposed by judicial or other competent authorities with respect to corruption offences or other offences contained in this Policy may include:
  - a) civil and criminal penalties (incl. fines of several millions);
  - b) imprisonment; and
  - c) temporary or permanent exclusion from public procurement procedures.
5. Irrespective of legal liability, a disciplinary procedure will be instituted against any Employee, Associate or member of personnel of Allegro Group Companies, who has violated this Policy; such procedure may result in the following consequences:
  - a) reprimand;
  - b) loss of a bonus or part of base remuneration;
  - c) employment termination (without any notice period).
6. In case of any violation other than corruption activities, without prejudice to the provisions of the Unfair Competition Combating Act of April 16, 1993, the Company may take the following actions in particular:
  - a) to impose a penalty on the Employee or personnel member in accordance with a respective employment/cooperation agreement, or the Labor Code Act of June 26, 1974;
  - b) to reassign the Employee or personnel member to another position, or to change their scope of duties;
  - c) to temporarily deprive the Employee or personnel member of discretionary components of remuneration;
  - d) to terminate the employment relationship with the Employee or personnel member; or



- e) to pursue compensation claims against the Employee or personnel member – if the Company has incurred any damage.
- 7. If an Employee or personnel member of an Allegro Group Company refuses to enter into a non-compete agreement (or to submit a non-compete statement), the Company shall be entitled to terminate the employment/cooperation relationship without any notice period.
- 8. The Company can also terminate the agreement with any Commercial Partner that has violated the Policy with respect to anti-corruption standards/rules, as long as such violation is directly or indirectly related to the operations of an Allegro Group Company or performance of services for or on behalf of an Allegro Group Company.

## 17. Consents

All consents required under this Policy need to be properly documented by electronic mail.

## 18. Miscellaneous

- 1. Allegro Group Companies endeavor to ensure that its Employees and other individuals covered by this Transparency Policy comply with it. For that purpose, the Company provides information about this Policy any time an employment/cooperation relationship is established. Employees and members of personnel of Allegro Group Companies are also informed about the contents of this Policy and any amendments thereto. In particular, in order to make it possible to read the Policy at any time or to verify any doubts, the Company provides electronic access to the Policy.
- 2. The Transparency Policy complements the description of the Employee's duties arising from an employment relationship, and concerns (among others) the obligation to protect the interests of the Employer (Company) and to respect the rules of social conduct inside and outside Allegro Group Companies. Consequently, the Employees are obliged to act in accordance with the Policy, incl. to notify their immediate superiors and CSO if they believe that any inadequate procedures or inefficient supervision may result in a Conflict of Interest.
- 3. In case a given Allegro Group Company has not designated its CSO and does not have an Information Security Team, the CSO of Allegro.eu S.A. shall take over all duties assigned to CSO under this Policy.
- 4. Without prejudice to any other provisions of this Policy, if any person covered by it has any doubts as regards the assessment of a specific act or situation, they should first answer the following questions:



- a) Is a given action legal?
- b) Does the action comply with this Policy (or other policies adopted by the Company)?
- c) Is the action (decision) likely to affect other individuals, the Company and Commercial Partners?
- d) How may the action/decision be perceived by others? May the action/decision be regarded as unethical, illegal or unfair?
- e) How would I feel if information about the action/decision was made public? Is it possible to provide true clarifications for such action/decision?
- f) May the action/decision adversely affect the reputation or operations of the Allegro Group Company?

## Accepting and giving Benefits

ACCEPTING AND GIVING BENEFITS			
No.	Benefit type	Benefit value (gross market value in EUR)	Other conditions related to giving/accepting benefits
1.	Minor gifts featuring the logo or trademark of the Company's business or commercial partner, whose number and manner of giving are consistent with standard business practices	up to EUR 200	The immediate supervisor should be notified and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
		over EUR 200	The benefit should not be accepted/given and the fact must be reported to the Compliance team via the form available on ServiceNow
2.	Gifts related to specific occasions, e.g. Christmas, whose number and manner of giving are consistent with standard business practices	up to EUR 200	The immediate supervisor should be notified and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
		over EUR 200	The benefit should not be accepted/given and the fact must be reported to the Compliance team via the form available on ServiceNow

3.	Invitations for educational events (training, conferences, academic meetings, etc.) organized by existing or potential Commercial Partners	Not applicable	It is required to obtain the immediate superior's consent and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
4.	Participation in individual meetings, e.g. dinners, at the Commercial Partner's expense – if they form part of business talks/negotiations with such existing or potential partner	up to EUR 200	The immediate supervisor should be notified and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
		over EUR 200	The benefit should not be accepted/given and the fact must be reported to Compliance team via the form available on ServiceNow
5.	Tickets, vouchers and bearer invitations for art, cultural or entertainment events	up to EUR 200	It is required to obtain the immediate superior's consent and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
		over EUR 200	The benefit should not be accepted/given and the fact must be reported to the Compliance team via the form available on ServiceNow
	Tickets, vouchers and name invitations for art, cultural or entertainment events	up to EUR 200	The immediate supervisor should be notified and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>

		over EUR 200	The benefit should not be accepted/given and the fact must be reported to the Compliance team via the form available on ServiceNow
6.	Liquors	up to EUR 200	The immediate supervisor should be notified and the fact must be reported to the Compliance team via the <a href="#">form available on ServiceNow</a>
		over EUR 200	The benefit should not be accepted/given and the fact must be reported to the Compliance team via the form available on ServiceNow
FORBIDDEN BENEFITS			
1.	Any material benefits other than expressly named as permitted		The benefit should not be accepted/It is not allowed to give and the fact must be reported to the Compliance team via the form available on ServiceNow
2.	Private benefits (incl. discounts, vouchers, services, etc.)		The benefit should not be accepted/It is not allowed to give and the fact must be reported to the Compliance team via the form available on ServiceNow
3.	Cash and other means of payment		The benefit should not be accepted/It is not allowed to give and the fact must be reported to the Compliance team via the form available on ServiceNow

4.	Stocks, options and other securities	The benefit should not be accepted/It is not allowed to give. and the fact must be reported to the Compliance team via the form available on ServiceNow
5.	Hazardous goods which are incompliant with applicable laws or cannot be sold in Poland	The benefit should not be accepted/It is not allowed to give and the fact must be reported to the Compliance team via the form available on ServiceNow

### Conflict of Interest management

Companies that belong to the capital group for which Allegro.eu S.A. acts as the dominant entity, should have clear procedures for management of conflicts of interest and transactions with affiliated entities, with respect to which there might be the Conflict of Interest defined in 11(1) of the Transparency Policy. Such procedures should specify the manner of identification and disclosure of such cases, and the actions to take if they emerge.

The management board and supervisory board members should refrain from taking any professional or other actions which may evoke a Conflict of Interest or adversely affect their reputation as members of those boards; in case any Conflict of Interest emerges, they shall promptly report it.

For the purposes of these principles, an “Affiliated Entity” shall be understood as defined in the International Financial Reporting Standards, approved in Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards.

1. The management board and supervisory board members should notify, respectively, the management board or the supervisory board about the existing or potential Conflict of Interest, and shall not engage in any discussion on a Conflict of Interest related to them.
2. In case a management board or supervisory board member believes that a decision taken by, respectively, the management board or the supervisory board is inconsistent with the best interest of an Allegro Group Company, such member shall include this opinion in the minutes from the meeting of the management board or the supervisory board.
3. None of the shareholders shall be treated in any preferential manner, compared to other shareholders, with respect to transactions with Affiliated Entities. The preceding sentence shall also apply to transactions between the Company's shareholders and members of Allegro capital group.
4. The Companies may buy back their own shares in a way which respects the rights of all shareholders.
5. If a transaction between a Company and an Affiliated Entity requires a consent of the supervisory board, the supervisory board shall first decide whether to consult an external



entity that can provide a valuation of the transaction and an overview of its economic consequences.

6. If a transaction between a Company and an Affiliated Entity requires a consent of the general meeting of shareholders, the supervisory board shall prepare an opinion on whether it is reasonable to enter into such transaction. In such case, the supervisory board will first decide whether to consult the external entity referred to in item 5 above.
7. In case a decision about a transaction between a Company and an Affiliated Entity is supposed to be made by the general meeting of shareholders, the Company shall (before such decision is made) provide all shareholders with access to the information that is necessary to evaluate the transaction's impact on the Company, and to present the supervisory board's opinion referred to in item 6 above.

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## List of potential sources of corruption risk

A general risk assessment has shown that the corruption risk related to the operations of Allegro Group Companies is relatively low, save that there are some areas considered as potential corruption risk sources:

POTENTIAL SOURCES OF CORRUPTION RISK	
1.	The Company, an Employee, a person associated with the Employee or a Commercial Partner learns that a third party that cooperates with them participates or has been accused of participation in improper business practices
2.	The Company, an Employee, a person associated with the Employee or a Commercial Partner learns that a third party that cooperates with them is known to pay or request bribes, or is known for "special connections" with public officials
3.	A third party cooperating with the Company or a Commercial Partner insists on payment of a fee/commission before entering into an agreement or performing an official duty in any matter related to the Company or Commercial Partner
5.	A third party asks the Company or a Commercial Partner for payment in cash and/or refuses to sign an official agreement covering fees/commissions, or refuses to deliver an invoice/receipt with respect to a payment that has already been made
6.	A third party asks the Company or a Commercial Partner for payment to a country/place other than its address of registered office or residence
7.	A third party asks the Company or a Commercial Partner for an additional fee/commission in order to "facilitate" the performance of services, or offers such payment
8.	A third party asks the Company or a Commercial Partner for expensive entertainment or gifts before starting or continuing contractual negotiations or performance of services, or offers such entertainment/gifts
9.	A third party asks the Company or a Commercial Partner for payment for "disregarding" a potential violation of applicable laws, or offers such payment

10.	A third party requests or offers the Company or a Commercial Partner to employ a relative/acquaintance, or to provide any benefits for such persons
11.	The Company, an Employee, a person associated with the Employee or a Commercial Partner receives an invoice from a third party, and such invoice seems untypical or lacks any business justification
12.	A third party insists on unusual additional agreements in its relations with the Company or a Commercial Partner, or refuses to respect conditions agreed in writing
13.	An invoice issued by a third party to the Company or a Commercial Partner, which includes fees or commissions, seems to be excessively high (i.e. does not reflect the market prices or significantly varies from average prices for such services), taking into account the services covered by such invoice
14.	A third party requests or demands that the Company, an Employee or a person associated with the Employee should hire a specific representative, agent, consultant, distributor or supplier
15.	A third party offers an unusually expensive gift or hospitality to the Company, an Employee, a person associated with the Employee or a Commercial Partner
16.	Employees may accept material benefits or expensive gifts from suppliers in exchange for favor in the supplier selection process.
17.	Employees may receive material benefits or other gratuities in exchange for the award of contracts or agreements.
18.	Employees may fabricate fake invoices or inflate costs to defraud the company.
19.	Employee makes decisions that benefit the company in which he or she has a stake, or a relative, against the interests of the Employer.
20.	Employees may favor suppliers or business partners with whom they have private, undisclosed relationships in exchange for gratuities.
21.	Employees can manipulate bidding procedures to ensure that certain suppliers win in exchange for gratuities.
22.	Employees can divide contracts into smaller parts to avoid bidding procedures.

23.	Employees could use company resources (e.g., cars, equipment, materials) for private purposes without proper authorization.
24.	Privileging certain Employees in promotions or awards, regardless of their performance.
25.	Hiring family members or friends without relevant qualifications or experience.

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