

**COMPLIANCE MONITORING AND ENFORCEMENT POLICY - ANTI-BRIBERY AND  
ANTI-CORRUPTION**

**ENERGIX GROUP**

## 1. PREFACE

Energix - Renewable Energies Ltd., its subsidiaries, and affiliates in Israel, the United States and in Poland and any other relevant territory (“**Energix**” or the “**Company**” and the “**Energix Group**”, respectively) has pledged to maintain the highest ethical and legal standards. As a prudent actor in the global renewable energy sector, Energix is committed to conducting business in an honest, ethical, and professional manner wherever it operates. The Company and its Board of Directors operate and wish to secure that all other organs, office holders, managers and other employees and services providers associated with the Energix Group act in accordance with the fundamental values of integrity, transparency and accountability.

By the nature of its involvement in the global renewable energy sector, Energix Group faces a variety of corruption and bribery risks. In light of these concerns, Energix adopted this Compliance Monitoring and Enforcement Policy for Anti-Bribery and Anti-Corruption (the “**Policy**”), which expands on the Company’s existing policies, principles and specific prohibition against bribery and should be read in conjunction with Energix Code of Conduct and any other internal Company guidelines (as shall be in force and effect from time to time), as applicable.

This Policy is aligned with internationally accepted standards for combating bribery and corruption, including the APEC Anti-Corruption Code of Conduct, ICC Rules, PACI Principles, OECD Good Practice Guidance, the World Bank Integrity Compliance Guidelines, and the UN Convention against Corruption.

The Company’s fundamental rule is to conduct the Energix Group’s operations and activities in compliance with any and all applicable anti-bribery laws, in every jurisdiction it operates in. This Policy will help explain these laws and help you and the Energix Group operate lawfully. Failure to follow these laws may result in the imposition of heavy fines, suspension and/or debarment from government contracts, or other sanctions that may hinder our ability to continue to do business, as well as irreparably damage our reputation. In addition, individuals who violate anti-bribery laws can be sentenced to substantial jail terms.

This Policy aims to set out the standards of conduct and professionalism that apply to all individuals employed (whether full or part time) by Energix Group, including officers and directors (collectively, “**Employees**”) in relation to applicable anti-bribery and anti-corruption laws and regulations.

This Policy applies to all companies in the Energix Group, all Energix subsidiaries, and all Energix joint ventures that Energix controls. All Energix Employees must read and comply with this Policy.

Managers at all levels are responsible for ensuring that their subordinates are aware of and understand this Policy and for responding to questions regarding the Policy. All Energix Employees are responsible for ensuring compliance with this Policy and for reporting any actual or suspected violations of the Policy. Any Employees with comments regarding the Policy are encouraged to contact their direct compliance office in the territory in which they are employed (“**Territory Compliance Officer**”) or Adv. Dafna Reznik, EVP Legal of Energix (“**Group Compliance Officer**”).

## 2. INTRODUCTION: POLICY PURPOSE

The main purposes of this Policy are to educate, and ensure that all the Employees, in any capacity, are aware of the importance of the absolute prohibition to be involved in any act of bribery or corruption.

*This Policy prohibits Employees and Third Parties from offering, paying, giving, promising to pay or give, requesting, accepting or authorizing a payment or gift of anything of value to any representative or agent of a private or public body (including Government Officials) in order to influence or reward such a person in violation of laws and regulations, including, without limitation, to perform, refrain from performing or default on the performance of, any action within the authorities or powers of such a person or entity.*

**Third Party means:** any external organization, entity or individual who performs, or will perform, services for, or on behalf of the Energix Group, or with whom the Energix Group has, or will have, a business relationship. This includes agents, representatives, consultants, lobbyists, distributors, service providers, joint venture partners and any person engaged or instructed by the Energix Group to deal with any person, from the public or the private sector, or to obtain government approvals or other approvals required for Energix operation. It generally does not include suppliers (unless they are performing services on behalf of Energix, rather than just supplying goods or services).

**Government Official means:**

(i) any official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of:

(A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected),

(B) political party, party official or political candidate, or

(C) public international organization;

or

(ii) any person who exercises a public function for or on behalf of a country or for any public or governmental agency, utility or enterprise of (or under the control or supervision of) that country. A person does not cease to be a Government Official by purporting to act in a private capacity, at any time.

Each Employee is expected to become familiar with and comply with this Policy, to participate in applicable training sessions and to certify annually that they have complied with this Policy (See **Attachment A**). Failure to follow this Policy, or violations thereof, may result in disciplinary action, including dismissal. Potentially severe penalties and other consequences may apply to Energix and individual Employees if anti-bribery laws or anti-corruption laws are violated, including lengthy prison sentences.

Third Parties who interact with Government Officials on behalf of Energix must certify that they have complied, and are in compliance, with this Policy (See **Attachment B**).

Any questions with respect to this Policy should be referred immediately to the Territory Compliance Officer in each territory in which Energix operates together with a copy to the CEO or manager of such territory.

### 3. PAYMENT PRACTICES - PROHIBITION OF IMPROPER PAYMENTS

#### Bribe can be anything of value

Bribe payments are often money but they can be anything of value, or any benefit bestowed upon an interested party, both directly and indirectly. For example, a bribe can be any facilitating payments, a lavish or excessive gift, meals, travel, entertainment or other hospitality; the forgiveness of debt; a favor or unreasonable discount provided to a relative of a Government Official; stock or options; and charitable donations to a charity favored by a Government Official. Accepting a bribe can also be done by using a third-party's equipment, property or influence, such as a using a third-party's private jet when offered to.

Employees must never offer, promise, pay, give, request, agree to receive, accept or authorize any payment or gift of anything of value that is intended to induce any person to take action in violation of any law or duty, or in violation of this Policy. **This Policy expressly prohibits the payment of bribes to any person**, as many anti-bribery laws prohibit bribe payments not only to Government Officials, but also to private parties (such as private sector business partners). However, you should be particularly careful in your relationships with Government Officials. Not only is the payment of bribes prohibited, but also providing other things of value, such as gifts and hospitality, to Government Officials.

Employees must never offer, promise, pay, give or authorize (directly or indirectly) any payment or gift of anything of value directly or indirectly to any person, whether Government Official, a representative of a political party or private sector business partners, in order to influence that person for any reason, to perform, refrain from performing or default on the performance of, any action within the authorities or powers of such person, including, without limitation, to obtain or retain business, gain a business advantage or avoid a disadvantage, or as an inducement or reward for violating a duty of good faith, failing to act impartially or breaching a duty of trust. Such practices are commonly referred to as quid pro quo arrangements, which are expressly and strictly forbidden.

Requests by a person for payments or gifts in violation this Policy may arise in many settings and can be much more subtle than a direct request for a kickback or a bribe. Energix's Employees, agents, consultants, representatives or other business partners should never offer, pay, promise, authorize money or anything of value, directly or indirectly to obtain or maintain any benefit for Energix Group, including but not limited to:

1. to influence an award of a contract or tender;
2. to secure a more favourable price or unreasonable discount in contract negotiations;
3. to prevent any governmental action, such as the imposition of a tax or fine;
4. to obtain a license or other authorization from a government or other authority where the issuance involves the official's or his government's discretion;
5. to obtain information about business opportunities, bids or the activities of competitors;
6. to obtain a permit or license to produce, sell, or distribute natural gas, electricity, or fuels;
7. to secure a zoning ruling or any other;
8. to influence the rate of taxes or fees;
9. to obtain relief from government controls or sanctions;

10. to resolve governmental disputes, such as resolution of tax dispute over duties payable;
11. to affect the nature of regulations or the application of regulatory provisions;
12. to influence the outcome of any judicial, regulatory or administrative decision or process; or
13. to otherwise influence government action or decision, secure any other improper advantage, or obtain or retain business.

#### 4. ENTERTAINMENT, GIFTS AND TRAVEL

##### 4.1. General

Occasional gifts and hospitality are an accepted (and acceptable) means of assisting in establishing and developing positive business relationships and improving the Energix Group professional image in the business community in which it operates.

However, Employees should never offer, promise, give, request, agree to receive, accept or authorize gifts and hospitality (directly or indirectly) that could influence or impact business decisions, induce the recipient to perform their functions improperly or refrain from performing them, or influence Government Officials with respect to granting business or approvals, or other improper or unfair advantage to Energix Group.

Gifts and hospitality must always be kept to reasonable and proportionate levels in terms of value and frequency. In considering whether a gift or hospitality is appropriate, you should take account of the following factors:

1. The value of the gift or hospitality:
  - a. must not be lavish or clearly out of the ordinary - you should take into account not just the monetary cost but the value of the gift or hospitality to the recipient;
  - b. must not be inconsistent with lawful and accepted business practice in the country or region concerned (but note that the fact that it is in line with local accepted business practice does not of itself make it permissible); and
  - c. must be proportionate to the seniority of the individuals involved.
2. The gift or hospitality must not be intended to influence the recipient's objectivity in order to retain or obtain business or any unfair advantage; i.e. there should be no expectation of something in return. In the case of hospitality, there should be substantial business-related discussions during or surrounding the event.
3. The timing of the gift or hospitality should not coincide with periods when suppliers or clients are involved in tenders or contract negotiations with the Energix Group, including close in time to decisions (or anticipated decisions) by any interested party.
4. Gifts or hospitality should not be offered, promised, made, requested to or accepted from the same organization or individual on a regular basis (which could give rise to a perceived cumulative effect of inducing the recipient to act improperly).
5. The gift must **never** be in cash or cash equivalents, such as cheques, gold coins and gift cards, cryptographic currency or tokens.

Where it is necessary to decline a gift or offer of hospitality, do so carefully and sensitively to avoid causing offence to the individual or organization offering the gift or hospitality, being mindful of the offeror's culture.

In addition to the foregoing, you must also comply with the requirements of the Energix Code of Conduct and any other internal Company guidelines as applicable with respect to giving and receiving gifts.

#### 4.2. **Entertainment And Hospitality - Government Officials**

You must get the prior written approval of your Territory Compliance Officer or any manager from the VP level before incurring any hospitality and entertainment expenses (including meals) for a Government Official unless all of the following conditions are met:

1. the entertainment or meals are permissible under applicable laws and, for officers and employees of a public international organization, the rules of that organization;
2. the entertainment or meals occur in connection with substantive business meetings and are attended by appropriate Company representatives;
3. the entertainment or meal expenses are legitimate and commensurate with generally accepted local culture and customs for private businesspersons; and
4. the expenses are accurately recorded and approved in accordance with the Company's accounting policies.

**If any of the conditions above are not met, prior approval as set out above must be obtained in advance.**

Regardless of whether or not prior approval is required, you must report all entertainment involving a Governmental Official that is given or received to your Territory Compliance Officer or your direct manager who shall prepare a Compliance Activity Report with respect to such entertainment.

If a Government Official incurs any entertainment expenses (including travel or meals) on your behalf, you must report any such entertainment expenses to your Territory Compliance Officer or any manager from the VP level who shall prepare a Compliance Activity Report with respect to such expense.

#### 4.3. **Entertainment And Hospitality - Non-Government Officials**

You must comply with the requirements in the Energix Code of Conduct and any other internal Company guidelines as applicable relating to entertainment expenses with respect to any Third Party who is not a Government Official.

#### 4.4. **Gifts - Government Officials**

You must get the prior written approval of your Territory Compliance Officer or any manager from the VP level or Territory Compliance Officer before giving any gifts to a Government Official except under the following circumstances:

1. the gift or item is of nominal value (i.e., less than USD \$100), is bearing the Company's logo or otherwise generally distributed by the Energix Group to its customers and vendors as a token of goodwill;  
or
2. (a) the gift is compatible with legitimate and generally accepted local customs for private businesspersons and does not exceed a nominal amount (i.e., less than USD \$100) per person or is given to reciprocate a gift given by the Government Official and is of reasonably equivalent value to the gift received; and

(b) in any case, the gift is permissible under all applicable laws and, for officers and employees of a public international organization, the rules of that organization; and

1. the expenses involved in such gift are accurately recorded and approved in accordance with the Company's accounting policies.

Regardless of whether or not prior approval is required, you must report all gifts delivered or received from a Governmental Official to your Territory Compliance Officer or any manager from the VP level who shall prepare a Compliance Activity Report with respect to such gift.

**Never give a gift of cash.**

If a Government Official gives you a gift with a nominal value (i.e., less than USD \$100 based upon your best estimate), prior approval of your Territory Compliance Officer or any manager from the VP level is not needed but you must report any such gift to your Territory Compliance Officer or direct manager who shall prepare a Compliance Activity Report with respect to such gift.

If a Government Official gives you a gift that based upon your best estimate has a value of more than USD \$100, you must get the written approval of your Territory Compliance Officer or any manager from the VP level to keep the gift. If the gift is not approved you must surrender the gift to your Territory Compliance Officer. If the gift is approved, you must report any such gift to your Territory Compliance Officer or any manager from the VP level who shall prepare a Compliance Activity Report with respect to such gift.

#### 4.5. GIFTS - NON-GOVERNMENT OFFICIALS

You must comply with the requirements in the Energix Code of Conduct or internal Company guidelines as applicable relating to gifts to or from any Third Party who is not a Government Official.

#### 4.6. TRAVEL

On occasion, Energix is requested to pay the travel and lodging expenses of Government Officials in connection with trips to meet with Energix representatives or to visit Energix facilities. You must obtain the prior written consent of your Territory Compliance Officer or any manager from the VP level before agreeing to reimburse expenses directly to, or payments of travel and lodging expenses on behalf of, Government Officials. Reimbursement is generally acceptable where expenses relate to reasonable and *bona fide* travel, accommodation and meal expenses in connection with Energix's facilities or services, or performance of a contract with the relevant government or state-owned entity or agency. Advance *per diem* compensation is usually not permitted. Wherever possible, arrange to reimburse the governmental entity directly for the expenses rather than reimbursing the individual Government Official, subject to appropriate documentation.

No payments of expenses or reimbursements are to be made:

1. by cash payment directly to a Government Official;
2. for expenses relating to family members or other persons accompanying a Government Official;
3. for expenses relating to destinations that are not directly related to Energix's facilities, products, or services; or
4. for expenses that are excessive in the reasonable judgment of your Territory Compliance Officer or any manager from the VP level.

All travel expenses must be accurately and duly recorded in the Company's accounting records.

#### 5. DONATIONS AND POLITICAL CONTRIBUTIONS

(c) As a general rule, any project related donations can only be made according to the Company's guidelines, the Company's donation policy or contracting practices applicable to project development and promotion.

***The Company shall not make direct or indirect contributions to political parties, party officials, candidates or organizations or individuals engaged in politics, as a subterfuge for quid pro quo.***

Charitable donations must never be a condition for or to influence any action or decision or to secure any other improper advantage (relating to a Governmental Official or otherwise). Before donating to a charitable entity, you must observe the following required procedures:

1. **Written Authorization**: Any donation must be approved in advance by the authorized persons in the Energix Group for that purpose. [
2. **Background check on charitable organization**: The relevant charity must, in fact, be a *bona fide* organization, not controlled by or for the benefit of a Government Official, and the contribution must not be as a condition for, or to influence any governmental action or decision or to secure any other improper advantage. Adequate diligence must be conducted to confirm that the charity is a *bona fide* organization.
3. **Record Retention**: All documents relating to the donation, including documents described in (1) and (2) should be kept by the authorized persons in the Energix Group responsible for donations, with copies to the relevant financial team.
4. **Accounting**: All charitable donations should be accurately recorded in the Company's accounting records.

The authorized persons in the Energix Group responsible for donations in each territory shall prepare a Compliance Activity Report with appropriate supporting information and sufficient details.

## 6. ENGAGING AGENTS, CONSULTANTS, AND OTHER REPRESENTATIVES

### 6.1. Introduction

This Policy prohibits a Third Party, acting on behalf of Energix, from offering anything of value to a Government Official in order to influence an action or decision of the Government Official. Agreements with Third Parties who may interact with Government Officials on behalf of Energix must be in writing and state the services to be performed, the fee basis, amounts to be paid, and other material terms and conditions. Such agreements must also be reviewed and approved by your Territory Compliance Officer and a manager from the VP level. Payments must bear a reasonable relationship to the value of the services rendered and must be completely documented and recorded according to the Company's accounting practices. Payments should be made by check or wire transfer in a lawful currency to the person directly or to the person's bank account in the country where the services are performed.

Notwithstanding the provisions of this Clause 6, the provisions of this Clause will not apply to agreements and/or engagements with Third Parties who are providing Energix Group legal and/or accounting and/or tax services.

### 6.2. Red Flags



Suspicious actions, payments or demands of a Third Party at any time during the due diligence review or term of engagement should be investigated. The following example warnings or "red flags" are signs of conduct that can possibly violate this Policy, and should immediately be discussed with your Territory Compliance Officer:

1. excessive or unusual payment requests, such as requests for over-invoicing, substantial up-front payments, unusual commissions, requests for payments in a third- party country, to a third party, to a foreign bank account, in cash or otherwise untraceable funds (like cryptographic instruments);
2. requests for political or charitable contributions;
3. learning of a previously undisclosed relationship between the Third Party and a Government Official (business or family ties);
4. any hesitancy or refusal by the Third Party to promise to act in accordance with anti-bribery and anti-corruption laws.
5. rumours or charges against the Third Party for violation of local or foreign laws or regulations relating to the award of government contracts;
6. a demand (or even a strong suggestion) by a Government Official that a particular Third Party should be retained;
7. reliance by the Third Party on political/government contacts as opposed to knowledgeable staff and investment of time to promote Energix' interests; or
8. history of corruption in the country in which the Third Party does business.

Additional red flags to be considered are provided in **Attachment C**.

### 6.3. Contractual Provisions

***All agreements with Third Parties who interact with Government Officials on behalf of Energix should contain covenants that the Third Party will not make any payment, loan or gift of anything of value to a Government Official, political party or candidate in order to obtain or retain business or secure any improper advantage for Energix. The agreement also should contain an obligation on the part of the Third Party to certify periodically that it has no knowledge of, nor involvement in, any such activities.***

The agreement with a Third Party shall also contain:

1. a clear description of the services or goods to be provided by the Third Party;
2. details and conditions for the amount to be paid to the Third Party, including the specific account where the payment to the third party shall be made. Without the prior consent of the General Counsel, payments shall only be made (i) in countries where the Third Party operates or has a headquarters (e.g., a payment to an agent in France cannot be made to a Ukraine bank account) and (ii) to an account in the name of the contracting Third Party or such other person or entity if and to the extent payment to that account will not result in breach of this Policy.

In addition, the agreement will contain representations and warranties which obligate the Third Party to:

1. certify that no Government Official, political party or candidate owns any interest in the Third Party and obligate the Third Party to provide notification immediately if there is any change in ownership of the Third Party;

2. permit termination of the agreement if a Third Party has violated the FCPA, the Bribery Act, Israeli/Polish law, or this Policy or put Energix in any risk of a violation of the FCPA, the Bribery Act or this Policy;
3. certify that if all or part of the work has been sub-contracted, then it will be responsible to ensure that such sub-contractor(s) is acting in accordance with all applicable laws;

Suggested provisions for the use in agreements with Third Parties, in English and in Hebrew, are provided in **Attachment D**.

#### 6.4. International Joint Ventures

Energix may have exposure to business risk through conduct undertaken by joint venture partners or by companies in which Energix has some management or equity interest. In some circumstances, Energix may be liable for actions of a joint venture partner if Energix knew or should have known of, facilitated, or authorized an improper payment. Companies may still be exposed to business risk even when its ownership interest is small.

Joint ventures with Government Officials or foreign governments raise even more significant questions and, correspondingly, increase potential risk for liability. In countries with developing markets where the public and private sectors often overlap, it can be challenging to tell when you are doing business with the government or a private concern. Frequently, Government Officials may have dual roles and serve both as private businesspersons and as Government Officials. Joint ventures involving Government Officials as partners require strict scrutiny of the proposed terms, compensation to the joint venture partner, and the compensation and duties of employees of the joint venture itself.

Prior to entering into any international joint venture relationship an effective due diligence review must be performed in compliance with this Policy. The joint venture agreement should include provisions relating to conduct prohibited by this Policy, and the joint venture personnel and partners should be educated about and agree to comply with this Policy. Additionally, audit rights, routine oversight and compliance certifications by all employees of the joint venture should be part of Energix' contractual rights.

If you suspect or learn that a violation of this Policy or other improper payment by a joint venture in which Energix owns an interest has occurred or may occur, you should immediately advise your Territory Compliance Officer or any manager from the VP level. Territory Compliance Officer, in consultation with Group Compliance Officer should then investigate the matter thoroughly and decide as to whether to continue participation in such joint venture.

#### 6.5. Joint Venture Contractual Provisions

Anti-bribery-related contractual provisions providing that no improper payments have been or will be made to Government Officials must be included in every joint venture agreement.

The joint venture agreements should further include representations and warranties to the Energix contracting party that, in essence:

1. certify that no Government Official, political party or candidate owns an interest in the proposed joint venture partner and obligate the joint venture partner to give notification as soon as possible if there is any change in ownership of the joint venture partner;

2. provide the right to refuse to fund or to terminate the joint venture immediately upon a determination that the joint venture partner has violated the FCPA, the UK Act, this Policy or put Energix in material risk of a violation of the FCPA or the UK Act;
3. prohibit the joint venture partner from retaining any Third Parties to interact with Government Officials on behalf of the joint venture without the prior written approval of the joint venture; and
4. require the joint venture to make and keep accurate books and records and to develop and maintain adequate internal accounting controls.

## 7. REPORTING SYSTEM

### 7.1. Reporting a Possible Violation

Any Employee who is aware of a possible violation of this Policy or improper accounting or financial reporting or has a question as to whether a situation is a possible violation of this Policy or constitutes improper accounting or financial reporting, should contact its Territory Compliance Officer with a copy to Adv. Dafna Reznik, Energix EVP Legal at [Dafna@energix-group.com](mailto:Dafna@energix-group.com).

We hope that Employees will feel able to voice concerns openly. However, if you want to raise your concern confidentially, we will make every effort to keep your report in confidence unless disclosure is required or deemed advisable in connection with any governmental investigation or report, in the interest of Energix, or in the legal handling of the matter. Please bear in mind that if a reporting person chooses to remain anonymous, the scope and outcome of the investigation may be impacted. In addition, written reports may be made anonymously in accordance with Energix's Whistleblower and Internal Complaints procedure.

### 7.2. Investigation of a Possible Violation

All reports will be properly investigated by the Territory Compliance Officer and the Group Compliance Officer and reported to the Company's CEO and Audit Committee. Recommended actions will be taken in light of the outcome of an investigation, including disciplinary measures where appropriate and consideration of whether any relevant authorities should be informed. It is important that reporting persons do not conduct their own investigations.

### 7.3. No Retaliation, Whistleblowing

Energix strictly prohibits retaliation, harassment, or intimidation against any Employee who makes a report in the good faith of suspected misconduct or wrongdoing. Energix shall ensure that no Energix Employee shall face or suffer any detrimental treatment as a result of refusing to take part in bribery or corruption or as a result of a good faith reporting of actual or suspected corrupt activity or violations of this Policy. If you believe you have suffered any such treatment, follow Energix's whistleblower and Internal Complaints procedure, and notify Energix's Audit Committee.

### 7.4. No Rights Created

This Policy states the basic principles and key policies and procedures that govern the conduct of the Energix Group's business as it pertains to applicable anti-bribery and anti-corruption laws. It is not intended to and does not create any rights in favor of, or any obligation to, any director, employee, client, supplier, competitor, stockholder or any other person or entity.

## 8. TRAINING

Training on this Policy will be provided at each new Employee's induction and through annual training for all Employees. Training can be made in live or through on-line training.

All Employees with supervisory or management duties are also responsible for implementing the provisions of this Policy to help prevent violations. They must ensure that the Employees under their direction or control are adequately familiar with, and apply, the provisions of this Policy.

Each Territory Compliance Officer together with the Group Compliance Officer are responsible for creating and implementing an appropriate anti-corruption training program.

## 9. COMPLIANCE ACTIVITY REPORT

On a yearly basis, all Territory Compliance Officers or other principals having such information shall submit a Compliance Activity Report to the Group Compliance Officer for all of the following activities:

- reported entertainment expenses;
- reported gifts;
- political contributions; and
- donations to foreign charities.

The Compliance Activity Report shall be filed together with reasonable supporting documents. In addition, the Territory Compliance Officer in each territory, shall submit a report confirming or identifying failures to meet or fulfill the obligations set forth in Section 6 above.

On a yearly basis, Group Compliance Officer will present a compliance report to the audit committee which summarizes the reported compliance issues, the status of the investigations into each, and any action taken or proposed in response.

## 10. DISCIPLINARY ACTION

Disciplinary action may be taken not only against those who authorize or participate directly in a violation of anti-bribery laws or this Policy, but also against:

1. any individual who deliberately fails to report a violation, or suspected violation, as required pursuant to this Policy or any applicable law;
2. any individual who deliberately withholds material and relevant information concerning a violation;
3. any individual who fails to co-operate with an investigation into an actual or potential violation; and
4. any offender's supervisor or manager, to the extent there was a lack of leadership, oversight, supervision or diligence.

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## ATTACHMENT A - EMPLOYEE CERTIFICATE COMPLIANCE

I acknowledge that it is my responsibility to read and comply with the Energix Compliance Monitoring and Enforcement Policy for Anti-Bribery and Anti-Corruption (the "**Policy**").

I certify that I have read and will comply with the Policy. I further certify that all questions, issues, or possible violations of laws prohibiting improper payments, bribes or kickbacks, including any matters involving the Policy, which arose since my last certification have been discussed with my Territory Compliance Officer or a manager in the VP level, as required in the Policy.

I certify that neither I nor (to my knowledge) any other person, including but not limited to, any person whom I supervise, instruct, or work with (if applicable), has made, authorized, or offered to make any loan, gift, donation, payment, or transfer of any other thing of value, directly or indirectly, in cash or in kind to any "Government Official" as defined below, or political party in connection with any business activity related to Energix - Renewable Energies Ltd., its subsidiaries, and affiliates in Israel, the United States and in Poland (collectively "**Energix**" or the "**Company**") in a manner that would violate the Policy.

### **Government Official means:**

(i) any official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of:

(A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected),

(B) political party, party official or political candidate, or

(C) public international organization;

or

(ii) any person who exercises a public function for or on behalf of a country or for any public or governmental agency, utility, or enterprise of (or under the control or supervision of) that country. A person does not cease to be a Government Official by purporting to act in a private capacity, at any time.

[I have no reason to believe that the books, records and accounts of Energix do not, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Energix. To the extent that my responsibilities relate to Energix' accounting and record-keeping procedures, I certify that I have kept accurate and complete records and reports with respect to any issues related to the Policy.] [should apply only to the level of senior management and financing team]

If I should learn or believe that Energix or any of its representatives or associates is, or may be, violating or causing Energix to violate the Policy, I will immediately advise to [add name of relevant Territory Compliance Officer] or any other manager in the VP level.

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**ATTACHMENT B - CERTIFICATION OF COMPLIANCE FOR AGENTS, CONSULTANTS AND REPRESENTATIVES**

Reference is made to my engagement with [insert name of relevant entity from the Energix Group] its subsidiaries and affiliates (“**Energix**”) and any services or consultancy provided thereunder.

[NAME], a duly authorized representative of [NAME OF AGENT, REPRESENTATIVE, OR CONSULTANT COMPANY] (the "**Representative**"), do hereby certify for and on behalf of such company, that neither I, nor to my knowledge any other person, including but not limited to every officer, director, employee, representative or agent of Representative who has had any direct involvement with any of the management or operations of the business of the Representative under the agreement between Energix and the Representative, has made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any "Government Official" and/or political party, in connection with any business activity of Energix - Renewable Energies Ltd., its subsidiaries, and affiliates in the United States and in Poland (collectively "**Energix**"). [Wording to be adjusted if not a person and not a Representative]

**Government Official means:**

(i) any official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of:

- (A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected),
- (B) political party, party official or political candidate, or
- (C) public international organization;

or

(ii) any person who exercises a public function for or on behalf of a country or for any public or governmental agency, utility, or enterprise of (or under the control or supervision of) that country. A person does not cease to be a Government Official by purporting to act in a private capacity, at any time.

I will immediately advise my contact person at Energix should I learn of any of the prohibited activities described above.

I hereby confirm that neither I nor any other person at the Representative company is a Government Official.

(REPRESENTATIVE NAME)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT C – RED FLAGS**

Set forth below are additional examples of warning signs or “red flags” indicating possible corrupt or inappropriate activity by a business partner. This list is not exhaustive. Identifying one or more of these red flags does not necessarily mean that a third party has engaged in corruption. Employees identifying significant red flags should immediately contact the General Counsel and notify their manager.

- The Third Party has a poor business reputation or a history of making unethical payments;
- The Third Party has a family or business relationship with a Government Official;
- A customer or proposed customer or Government Official recommends or insists on working with the Third Party;
- The Third Party does not have relevant experience or adequate facilities, staff or other resources to perform the services or tasks for which the Third Party will be engaged;
- Another entity had terminated a business relationship with the Third Party in question under suspicious or unexplained circumstances;
- The Third Party provides incomplete or inaccurate diligence other information to Energix;
- The Third Party refuses to put agreed terms in writing or insists on unusual or suspicious contracting procedures;
- The Third Party seeks secretive or unusual payment mechanisms (such as an unusual advance or a bonus), requests payment in cash, in cash equivalents, or in cryptocurrency, requests payments in location where the Third Party has no offices or operations, or requests payments to a party other than the Third Party entering into the agreement with Energix or with a party not involved in performing services for Energix;
- The fee or commission to be paid to the Third Party in question is unusually high or complicated (e.g., payments through another party);
- The Third Party submits inflated, inaccurate, or insufficiently detailed invoices or invoices from an unknown source.



## ATTACHMENT D – CONTRACTUAL PROVISIONS

### [English]

Without derogating from the provisions of the Policy, the following terms, or terms substantially similar to these terms, are proposed wording that can be implemented in contracts with Third Parties interacting with Government Officials on Energix’s behalf:

#### Definitions

“Company” means Energix - Renewable Energies Ltd., its subsidiaries, and affiliates in Israel, the United States and in Poland (collectively “**Energix**” or the “**Company**”) or the relevant Energix subsidiary or corporate entity.

“Counterparty” means any of the third party, its subsidiaries or affiliates.

“Government Official” means any (i) government official or employee (including those performing executive, legislative or judicial functions or acting at a local or national level), (ii) employees of state-owned or controlled enterprises, (iii) employees of international organizations such as the World Bank, (iv) political party officials or employees or candidates for political office, or (v) persons working in an official capacity for or on behalf of any of these government officials.

“Sanctions” means all laws of Israel, the United States, Poland and any other territory in which Energix operates, the European Union, or United Nations Security Council concerning trade and economic sanctions including embargoes; the freezing or blocking of assets of targeted persons, including any laws threatening to impose such trade and economic sanctions.

“Sanctioned Country” means any country or territory with which dealings are broadly and comprehensively prohibited by any country-wide or territory-wide Sanctions (currently, Crimea, Cuba, Iran, North Korea, and Syria).

“Sanctioned Person” means any person or entity (i) with whom transactions or dealings are restricted, prohibited, or sanctionable under any Sanctions, (ii) located, organized, or resident in a Sanctioned Country, or (iii) owned or controlled by a person or entity described in (i) or (ii).

#### Representations, Warranties and Covenants

1. Counterparty represents and warrants that it is aware of Energix being committed to conducting business in an honest, ethical, and professional manner wherever it operates.
2. Counterparty represents and warrants that it is not and none of its owners, directors, officers and employees are in breach or violation of the requirements of applicable anti-bribery and anti-corruption laws and regulations, anti-money laundering law, campaign finance laws, sanctions, and other laws relating to financial crimes (collectively, the “**Laws**”).
3. Counterparty represents and warrants that neither it nor its owners, directors, officers or employees is a Government Official or a member of the immediate family of a Government Official.
4. Counterparty represents and warrants that, in connection with this Agreement, it has not paid or offered or received and will not pay or offer or receive, directly or indirectly (i) any payment to or from a Energix employees or (ii) any political contribution.
5. No Counterparty shareholder, beneficial owner, director, or employee is a Sanctioned Person; the Counterparty engages in no business relations with any Sanctioned Person; and the Counterparty has no facilities, accounts or other assets located in a Sanctioned Country.

[Hebrew]

מבלי לגרוע מהוראות המדיניות, להלן נוסח מוצע שניתן לשלב בהסכמי התקשרות עם צדדים שלישיים שיכולה להיות להם אינטראקציה כלשהי עם נציגי ממשל כמייצגי החברה או באופן הנחזה להיות בשמה של החברה:

הגדרות

"**קבוצת אנרג'יקס**" כלומר אנרג'יקס אנרגיות מתחדשות בע"מ ו/או כל חברות בנות ו/או חברות קשורות שלה בארץ או בכל מדינה אחרת;

"**הצד המתקשר**" כלומר כל אדם, חברה או ישות משפטית המתקשרת עם החברה, לרבות חברות בנות ו/או קשורות אשר בשליטתה;

"**עובד ציבור**" כלומר עובד מדינה וכל מי שנושא משרה ציבורית או ממלא תפקיד ציבורי מטעם מדינה או רשות מקומית, ובכלל זה מי שנושא משרה או ממלא תפקיד ברשות המחוקקת, ברשות המבצעת או ברשות השופטת של המדינה, בין בבחירה, בין במינוי ובין בהסכם. נושא משרה ציבורית או ממלא תפקיד ציבורי מטעם גוף ציבורי שהוקם על פי חיקוק של מדינה או רשות מקומית (לדוגמא: עובד של רשות ניירות ערך) או מטעם גוף שנמצא בשליטה ישירה או עקיפה של מדינה (לדוגמא- עובד של התעשייה האווירית או חברת חשמל).

"**סנקציות**" כלומר חוקים או תקנות של מדינת ישראל, פולין, ארצות הברית, הממלכה המאוחדת, האיחוד האירופי או מועצת הביטחון של האו"ם הנוגעים להטלת סנקציות ו/או עיצומים ו/או חרמות, הקפאה ו/או חסימה של נכסים.

"**מדינה שהוטלו עליה סנקציות**" כלומר כל מדינה או שטח אשר הסחר או היחסים עמה אסורים (כיום, קרים, קובה, אירן, צפון קוריאה, וסוריה).

"**גורם שהוטלו עליו סנקציות**" כלומר כל אדם, ישות או תאגיד, אשר (1) הסחר או היחסים עמם אסורים, (2) שמקום מושבם במדינה שהוטלו עליה סנקציות, או (3) שנמצאת בבעלות או בהתקשרות עם אדם או ישות כמפורט בסעיפים (1) ו/או (2) לעיל.

מצגים והצהרות

הצד המתקשר מצהיר ומתחייב כי:

1. הצד המתקשר מצהיר ומתחייב כי הוא מודע לכך שקבוצת אנרג'יקס מחוייבת למנהל תקין ולניהול עסקיה בהוגנות, אתיקה ובאופן מקצועי בכל טריטוריה שבה היא פועלת.
2. הצד המתקשר מצהיר ומתחייב כי לא הוא ולא בעלי העניין בו, דירקטורים, נושאי המשרה והעובדים, ומי מטעמו, נמצאים בהפרה או פעולות שיכולות להוות הפרה של חוקים ותקנות הנוגעים לאיסור שוחד ושחיתות, הלבנת הון, מימון קמפיינ, סנקציות בינלאומיות ושאר חוקים ותקנות הנוגעים לעבירות כלכליות.
3. הצד המתקשר, בעלי השליטה או העניין בו, דירקטורים או נושאי משרה בו, עובדיו ו/או מי מטעמו, אינם עובדי ציבור, או בעלי קשר משפחתי בקרבה ראשונה לעובד ציבור כלשהו.
4. המד המתקשר לא יקבל כל תשלום ו/או טובת הנאה אחרת מכל צד שלישי, בקשר ישיר או עקיף עם מתן השירותים לחברה, והוא מצהיר כי ביחס לשירותים שנתן לחברה עובר לתקופת ההסכם, לא קיבל טובת הנאה בקשר עם מתן השירותים לחברה.
5. הצד המתקשר לא הציע, לא נתן, לא הבטיח ולא שילם, כל תשלום אסור על פי כל דין, וכן כי לא הסכים ולא יסכים להציע, לתת, להבטיח או לשלם תשלום אסור כאמור, בין במישרין ובין בעקיפין, והכל בקשר עם מתן השירותים על ידו.
6. כי אף לא אחד מבעלי העניין בו, הדירקטורים, נושאי המשרה והעובדים, ומי מטעמו, אינו גורם שהוטלו עליו סנקציות, כי הוא אינו מתקשר או צפוי להתקשר עם גורם שהוטלו עליו סנקציות, וכי אין בבעלותו או בבעלות מי מטעמו מתקנים, חשבוניות או נכסים כלשהם במדינה שהוטלו עליה סנקציות.