

ANTI-BRIBERY AND CORRUPTION POLICY

UEXO LLC is a limited liability company incorporated and registered in Saint Vincent and the Grenadines under the Limited Liability Companies Act, with Formation No. 3574 LLC 2024. The registered office address is Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines.

1. STATUS, APPLICATION AND LEGAL EFFECT

1.1 Status

1.1.1 This Anti-Bribery and Corruption Policy (the “Policy”) establishes binding obligations on all Relevant Persons (as defined below) in connection with the prevention, identification, management and reporting of bribery and corruption risks.

1.1.2 This Policy forms an integral component of the Company’s control framework and shall be read together with:

- (a) the AML / KYC Policy;
- (b) the Conflicts of Interest Policy;
- (c) the Client Agreement;

1.1.3 In the event of inconsistency:

- (a) obligations arising under applicable law or AML requirements shall prevail;
- (b) this Policy shall apply to all matters relating to bribery and corruption risk.

1.2 Scope of Application

1.2.1 This Policy applies to:

- (a) all employees, officers and directors;
- (b) contractors, consultants and secondees;
- (c) introducers, affiliates and partners;
- (d) any person acting on behalf of the Company (each a “Relevant Person”).

1.3 Standard of Conduct

1.3.1 All Relevant Persons shall:

- (a) act honestly, fairly and with integrity;
- (b) avoid any conduct that may give rise to bribery or corruption;
- (c) comply with this Policy at all times.

2. DEFINITIONS AND RISK INTERPRETATION

2.1 Definitions

2.1.1 “Bribe” means any financial or non-financial advantage offered, promised, given, requested or accepted with the intention of inducing or rewarding improper performance.

2.1.2 “Improper Performance” means performance that breaches an expectation of good faith, impartiality or trust.

2.1.3 “Public Official” includes:

- (a) any government employee;
- (b) employees of state-owned entities;
- (c) political party officials;
- (d) any person acting in an official capacity.

2.1.4 “Facilitation Payment” means any unofficial payment made to secure or expedite routine actions.

2.2 Interpretation and Evidentiary Position

2.2.1 For the purposes of this Policy:

- (a) intent may be inferred from circumstances;
- (b) indirect conduct shall be treated as direct conduct.

2.2.2 The Company may rely on:

- (a) transactional data;
- (b) communication records;
- (c) behavioral patterns;

as primary and sufficient evidence of a breach.

3. ABSOLUTE PROHIBITION AND CONTROL FRAMEWORK

3.1 PRIMARY PROHIBITION

3.1.1 No Relevant Person shall, directly or indirectly:

- (a) offer, promise or give any Bribe;
- (b) request, agree to receive or accept any Bribe;
- (c) authorize or permit any other person to engage in such conduct.

3.2 EXTENSION OF LIABILITY

3.2.1 A breach shall be deemed to occur where:

- (a) the Relevant Person knew or ought reasonably to have known of the conduct;
- (b) the conduct was carried out for the benefit of the Company.

3.2.2 The Company shall not be required to establish:

- (a) actual intent;
- (b) financial gain;

where the circumstances indicate improper conduct.

3.3 THIRD-PARTY CONDUCT

3.3.1 The Company prohibits the use of third parties to:

- (a) circumvent this Policy;
- (b) make improper payments;
- (c) obtain unfair advantage.

3.3.2 Any benefit provided through a third party shall be treated as if provided directly by the Company.

4. GIFTS, HOSPITALITY AND BENEFITS (CONTROLLED FRAMEWORK)

4.1 PERMITTED CONDUCT

4.1.1 Gifts and hospitality may only be provided where they are:

- (a) reasonable in value;
- (b) proportionate to the business relationship;

(c) not intended to influence a decision.

4.2 PROHIBITED CONDUCT

4.2.1 The following are strictly prohibited:

- (a) cash or cash equivalents;
- (b) gifts linked to decision outcomes;
- (c) repeated or excessive benefits.

4.3 THRESHOLD AND APPROVAL CONTROL

4.3.1 The Company shall define thresholds for:

- (a) acceptable gifts;
- (b) hospitality limits.

4.3.2 Any benefit exceeding thresholds must:

- (a) receive prior written approval;
- (b) be recorded in the Gifts Register.

4.4 RECORDING AND EVIDENCE

4.4.1 All gifts and hospitality shall be:

- (a) recorded;
- (b) subject to review;
- (c) auditable.

4.4.2 Absence of record shall create a presumption of non-compliance.

5. FACILITATION PAYMENTS (STRICT CONTROL + EXCEPTION)

5.1 PROHIBITION

5.1.1 Facilitation payments are prohibited.

5.2 EXCEPTION (SAFETY OVERRIDE)

5.2.1 A payment may be permitted where:

- (a) there is an immediate threat to safety;

(b) refusal would result in harm.

5.2.2 In such cases:

- (a) the payment must be reported immediately;
- (b) full details must be documented;
- (c) retrospective approval must be obtained.

6. THIRD-PARTY RISK AND DUE DILIGENCE

6.1 RISK-BASED DUE DILIGENCE

6.1.1 The Company shall conduct due diligence proportionate to risk, including:

- (a) identity verification;
- (b) reputation checks;
- (c) AML screening.

6.2 ONGOING MONITORING

6.2.1 Third parties shall be subject to:

- (a) periodic review;
- (b) transaction monitoring;
- (c) performance assessment.

6.3 CONTRACTUAL SAFEGUARDS

6.3.1 Agreements shall include:

- (a) anti-bribery warranties;
- (b) audit rights;
- (c) termination rights.

7. GOVERNANCE, MONITORING AND CONTROL

7.1 RESPONSIBILITY

7.1.1 Responsibility for this Policy shall rest with:

- (a) Compliance Function;

(b) Senior Management.

7.2 MONITORING FRAMEWORK

7.2.1 The Company shall monitor:

- (a) unusual payments;
- (b) high-risk jurisdictions;
- (c) abnormal commission structures.

7.3 CONFLICTS LINKAGE

7.3.1 Any potential conflict shall be assessed under:

Conflicts of Interest Policy

8. REPORTING, ESCALATION AND PROTECTION

8.1 REPORTING OBLIGATION

8.1.1 Relevant Persons must report any suspected breach.

8.2 ESCALATION PROCESS

8.2.1 Reports shall be escalated to:

- (a) Compliance;
- (b) Senior Management.

8.3 PROTECTION

8.3.1 The Company shall ensure:

- (a) confidentiality;
- (b) protection against retaliation.

9. ENFORCEMENT, BREACH AND LIABILITY

9.1 BREACH CONSEQUENCES

9.1.1 Breaches may result in:

- (a) disciplinary action;
- (b) termination;

(c) legal action.

9.2 COMPANY RIGHTS

9.2.1 The Company may:

- (a) terminate relationships;
- (b) recover losses;
- (c) report to authorities.

9.3 INDEMNITY LINKAGE

9.3.1 Any breach shall trigger:

indemnity obligations under the Client Agreement