

## **GRENA LIMITED ANTI BRIBERY POLICY**

### **1. INTRODUCTION**

The present Anti-bribery Policy sets the standards of activity, the guidelines and the objectives in the business activity conducted by Grena Ltd. and its related companies (hereinafter jointly referred to as: “**Company**”) as well as in its cooperation with both national and foreign entities in both public and private sector in order to ensure its compliance with the anti-bribery legislation.

The occurrence of bribery in the activity of the Company is above all undermining the reputation and the good name of the Company, giving a negative impact on the market position of Grena Ltd., endangering thereby the success of the Company.

The Company is expecting from all the members of its organs, employees, managers, specialists, intermediaries, consultants, proxies, lobbyists, agents, advisors and other business partners (hereinafter referred to as: “**Business partners**”) – in all undertaken activities in the name and on behalf of the Company, irrespective of the place of the undertaken activities and of the performed function – to act in accordance with ethic rules in business, to abide with standards of integrity and ethics and to assure compliance of the undertaken activities with locally binding rules of law – both national and international – with priority to UK Bribery Act 2010, as well as observe the rules of the present Policy in every contact with Grena Ltd. or cases or deals conducted or undertaken in its name.

Bearing in mind that any breach of the UK Bribery Act 2010 by the Business partners acting in the name and on behalf of the Company might have serious consequences to the financial condition of Grena Ltd., its good name and success, the Company expects from all the Business partners – not directly covered by the Policy – to accept the Policy by acting in accordance with its provisions and rules while providing services in the name or on behalf of the Company.

Grena Ltd. expects, besides the observance of the regulations of UK Bribery Act 2010, in particular, a cooperation of the Business partners during the performance of the due

diligence procedure as well as providing information to the Company of any (even potential) breach of the Policy or any other situation that might have a bribery character as defined by the UK Bribery Act 2010 and the Policy.

The Business partners shall assure the Company that they are acting in accordance with the Policy by accepting the document – “The General Conditions of Cooperation between Grena Ltd. with the Business partners – extract from the Anti-Bribery Policy” – annexed as Appendix no. 1 to the Policy, or by adopting their own rules of counteracting to bribery and conducting an ethical activity, in the scope corresponding to the Policy.

The aforementioned actions are concerning all the areas related to business transactions and commercial activity, performed during the employment of any person or in the name of the Company.

The Policy is applicable in all the countries in which the Company conducts business activity, regardless the local customs or praxis, and is binding all the individuals employed by Grena Ltd. or performing, or providing services on behalf of the Company, regardless the legal relation connecting them.

## 2. PRINCIPLES

Grena Ltd. was not utilising, is not utilising and will not utilise in its business activity bribery or corruption and condemns all kind of similar activity. Moreover, the Company undertakes not to enter in partnership with any legal or natural person, entities, associations or entities unions, tolerating bribery or corruption.

Grena Ltd. prohibits bribery and corruption in all of the business transactions (between Grena Ltd. and a third party, vide: scope of application) covering any territory of any country.

Grena Ltd. shall keep books and registers, with accordance to the relevant legal regulations, and shall exercise the due diligence understood as accuracy, reliability and integrity, while presenting the Company’s transactions as well as maintain a mechanism of internal accountancy control. The books and the registers shall be kept in a properly detailed way, in order to precisely present the exploited financial resources of Grena Ltd. as well as the accomplished transaction.

### 3. JURISDICTION

The Company, honouring the worldwide legislative attainment relating to anti-bribery regulations, states that the most exhaustive legal act regulating all matter in relation to bribery is the UK Bribery Act 2010, which is indicated by the Company as the source and legal ground of the present Policy.

The regulations under UK Bribery Act 2010 are legally binding the Company, irrespective of the place of conducted activity, including situations in which the local legal regulations in force are providing milder anti-bribery or counteracting corruption rules.

Otherwise, i.e. in a situation where the legal regulations of a particular country are more rigid, according to exercising due diligence, or concerning unregulated matters (or regulated in a milder or narrower scope) in the UK Bribery Act 2010, the person acting in the name of the Company shall adjust its activity in order to ensure its compliance with UK Bribery Act 2010 and with the appropriate legal act. In case of any doubts in this scope, a contact with the Company's legal department, the superior or the Board is recommended, in order to obtain recommendations, opinions or the due consent.

Regardless the UK Bribery Act 2010, the States – Parties of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, adapted their jurisdictions in order to perform the conditions and objectives of the aforementioned Convention, which impacts the Company's activity in the majority of Asian, European, North and South America's countries. The proper regulations in this scope were introduced in the Chinese penal code.

Under international law, the Company complies with the Council of Europe Criminal and Civil Law Convention on Corruption as well as with the Inter-American Convention Against Corruption, adopted by the Organisation of American States.

## 4. DEFINITIONS

*Scope of application UK Bribery Act 2010* - national and foreign natural and legal persons, entrepreneurs and public officials. The UK Bribery Act 2010 provides the legal basis to indict companies, directors, employees as well as other individuals, for offences committed outside the United Kingdom territory (it also concerns individuals which does not have a British citizenship) as well as foreign entrepreneurs. Thus, all the individuals acting in the name of the Company are utterly committed to observe the aforementioned Act;

*Bribery/corruption/bribe*

- The Company, according to UK Bribery Act 2010, states that a bribe offence (“**Bribe**”) is understood as: every personal or commercial benefit of a financial or other character, consisting in offering, promising, requiring, giving, handing over, receiving, directly or indirectly (by third parties), any benefits in order to remunerate or to cause an inappropriate activity of a third party or of a public official – irrespective of their function in private or public, national or foreign companies -, or any other way of leverage, or unfair acquisition, in an illegal manner or in a way contrary to good customs, of an influence on a decision of such a person.

Bribery should be deemed as, in particular, but not limited to:

- Offering by a potential supplier of any financial means in order to conclude an

agreement or to process an order.

- Benefit transfer to a public official of any other third party in order to establish or maintain a social or business relation with this or any other person, giving remuneration for unfair or unethical activity of individuals – regardless their function - or to obtain any other kind of benefits in the conducted business activity;

*Employee*

- Any personnel directly employed by the Company, irrespective of the type of legal relation – contract of employment (full-time, part-time, substitution); trainees (even if such a trainee is not receiving remuneration from the Subcontractor), employees of other companies delegated to the Company, or any other employee of the Company delegated to another company;

*Business partner*

- A person or a third entity providing services in the name or on behalf of the Company, in particular agents, distributors or consultants;

*Representative*

- Business partner, members of Business partner's organs, proxies, employees, rented personnel, consultants, intermediaries, lobbyists, independent subcontractors, subcontractors of lower rank as well as any other individual acting on behalf or on recommendation of a Business partner, providing services in the name or on behalf of the Company;

*Public official*

- Any natural person holding a public office, performing public functions or applying (standing as candidate) to assume a public office, in particular: clerks, employees, agents, representatives, proxies of any organs and

public offices, representative offices and governmental departments, having an executive, legislative or judicial character, in any state or local level, elected, appointed, nominated, for full or part time as well as directors, members of management and employees of companies being the property of the State Treasury, or controlled by the state (hereinafter referred to as: “**State legal persons**”), political parties (including members of political parties) and international organizations, in particular the EU, Commonwealth, UN;

#### *Facilitation payments*

- Any kind of payments (usually minor) transferred to Public officials in order to ensure or fasten the habitual activities undertaken by a Public official, which undertaking is provided by law. The Facilitation payments, as they do not cover legal, administrative, fiscal fees – are considered, under Bribery Act 2010, as a bribe.

#### *Legal department*

- Professional representatives, natural persons or internally separated entity, providing legal help or services in favour of the Company.

## 5. RESPONSIBILITY

The occurrence of bribery in the Company’s activities is endangering the Company and the individuals acting in its name to the risk of fine – in an indefinite amount – as well as to a decision on absolute penalty of deprivation of liberty.

Due to the “zero tolerance” policy adopted by the Company, no form of corruption or bribery shall be tolerated.

Every Employee, Representative and Company’s Partner is obliged to comply with the



Policy and the anti-bribery legal regulations.

Any breach of the Policy and of the aforementioned legal regulations might result in taking disciplinary action by the Company as well as undertaking disciplinary measures stipulated by law, including employment termination with the employee, which committed the breach.

The Board of Grena Ltd. is responsible for establishment, implementation and supervising of the procedures as follows:

- Controls ensuring that the Company's activity is conducted in compliance with the Policy and with the aforementioned legal regulations;
- Internal controls in the Company on the ground and in compliance with Bribery Act 2010;
- Executing a full involvement of the management of middle rank in matters relating to the observance of the Policy in order to confirm the lack of breaches of its provisions in the Company's activity;
- Risk analysis in order to select segments or areas of the Company's activity which might have a potential risk of corruption occurrence (internal and external factors);
- Due diligence of Business partners acting on behalf or providing services in the name of Grena Ltd.;
- Communication prepared to enlighten the dangers and risks arising from corruption activity in the Company's intercorporate environment, including adequate to danger policies, procedures and trainings;
- Monitoring, verification and review of Policy and of the established procedures.

The Legal department shall regularly, once a year, conduct trainings of the Employees in terms of compliance of their work with the Policy and with the aforementioned legal regulations.

Moreover, the Legal department is obliged to give legal advice and to issue legal opinions in the scope of UK Bribery Act 2010 as well as other binding anti-bribery legal regulations, in particular in aspect of providing information, verifying the undertaken activities or issuing advice and recommendations, relating to this scope.

## 6. REQUIREMENTS

Grena Ltd. requires and expects from the members of organs, proxies, plenipotentiaries, Employees, intermediaries, Representatives, agents, lobbyists, advisors, consultants and any other individuals acting in the name of the Company, comprising any kind of business transactions, in every country:

- Not to undertake, accept, participate, tolerate nor engage themselves in any kind of activity showing features of corruption (vide: definition of a Bribe offence), as well as to exercise due diligence in order not to cause, to a Party or third party, a false impression of offering, promising or pledging a bribe, irrespective of the potential disadvantageous consequences for the Company of such an activity resulting in Client's or business loss;
- To undertake activity in order to prevent corruption;
- To transfer every information regarding to the Policy's breaching or to the Policy's breaching suspicion and of the aforementioned legal regulations directly to the Director of Grena Ltd. or to the Legal Department ([compliance@grena.co.uk](mailto:compliance@grena.co.uk));
- Not to allow the exploitation of the Company's financial resources, or its means in order to obtain unfair or illegal objectives, in particular without limitation to:
  - Not making payments;
  - Not making accessible real estate,
  - Refrain from providing any kind of services in favour of political parties or any other initiatives, actions or political organisations, comprising their members or candidates, in order to bias undertaken or issued decisions, or consents, legal acts projects or any other kind of activities.
- Not to make Facility payments, subject to the following sentence. The Company allows the performance by an Employee of a Facility payment in situations of exposure to a direct threat of life, health loss or security of an Employee, or any other person, in particular family, on condition that they will immediately notify the Company's Board or the Legal department about this fact and on condition that such a payment will be reliably registered;
- To duly keep accounting books and records in a way ensuring precise and reliable reflection of all of the performed transactions. Concealing or not recording of any Company's assets, funds or means is unacceptable.



## 7. POLICY REGARDING TO PROMOTIONAL AND REPRESENTATIVE ACTIVITY

Grena Ltd. conducts marketing and promotional activities in accordance with the adopted marketing strategy, with respect to the following rules.

The undertaken marketing activities are consisting, in particular, in the organisation of events financed by the Company, participation in fairs and conferences, transferring minor gifts or presents and are covering, in particular: refunding or financing the travel costs as well as expenses incurred with regards to the trip, such as providing food (meals), accommodation and transport.

**The Company undertakes and actively supports any activity which aims to provide development of the medical sector, education, improvement of useful solutions for the medical environment, including support of initiatives improving medical devices, mutual exchange of good practices and experiences, by organising trainings for the medical personnel, informational, promotional, scientific or professional meetings, congresses, conferences, symposia and any other advisory bodies sessions, visits in research institutions and promotional institutes, meetings of researchers and operators dedicated to plan, train as well as to other matters in connection with study and not interventionist researches, or supporting third parties in particular non-governmental organisations in the realisation of their statutory objectives, provided they are compliant with the Policy, including transfer of donations or contributions.**

The Company stipulates that the aforementioned activities, as they have tangible financial character, might constitute a bribe or cause in a Party or a third party a false impression of the Company's intentions, in particular by arising a sense of obligation to undertake unfair or illegal activities or actions, or to perceive such activity as gratification or acquisition of benefits, which requires to exercise the due diligence in order to prevent the Company's reputation and good name damages.

In compliance with the above-mentioned, it is forbidden to:

- Undertake inappropriate (eccentric) activities as well as give inappropriate (eccentric) presents or gifts;
- Cover any costs that are not in connection with the business purposes, or that are not serving them;

- Grant cash rewards, goods vouchers or any other kind of cash or non-cash payments;
- Enable the use of luxury holiday objects, or covering such expenses;
- Present tickets to cultural or sportive events, or concerts;
- Finance the accommodation in luxury hotels, if the position or social status of the receiver is not standing against it;
- Cover any expenses of the family members or close persons to the entitled person, or any other persons that might accompany the entitled person;
- Cover expenses incurred in relation to shopping or trips.

The Company's promotional or marketing activity shall fulfil the following conditions:

- The incurred cost or expense shall be directly connected with the promotional purpose, in particular with the presentation or showing of goods or services or any other kind of support to the Company's business activity;
- The necessity of incurring costs or expenses is arising under an agreement, or in the purpose to perform an agreement;
- Comprise the actually incurred costs;
- All the expenses and costs shall be duly documented;
- All the expenses and costs shall be legal, reasonable, appropriate and given *bona fide*;
- All the expenses and costs shall be previously approved by the Company's Board.

In principle, the Company does not allow activities consisting in giving presents or gifts to Public officials, in particular in view of conducted public procurement proceedings, as well as undertaking other marketing activities, excluding the following activities, commonly treated, accepted and considered as permitted:

- Handing over promotional materials and objects of insignificant value, i. e. **not exceeding the amount equivalent to 50 GBP**, such as, in particular: bags, calendars, pens, cups, watches with the Company's logo;
- Handing over minor or symbolic gifts such as, for instance bouquets of flowers, in order to show the respect or to manifest gratitude from the Company, under the condition that their transfer shall occur after the termination of proceedings or after taking a decision on purchasing goods;
- Provision of board, in the form of catering or meal in a nearby restaurant, during business meetings, in the Company's headquarter or in premises, to which the Company holds legal titles, in accordance with the position or function of the participant, whereas the repast shall comprise solely the individuals directly

participating in the meeting. If the circumstances are requiring the following, it is permitted to cover the justifiable costs of transport, for above-mentioned purposes;

- Coverage of costs related to presentations of offered products and services or trainings in this scope, comprising in particular coverage or refund of transport and accommodation costs (airplane or train tickets, hotel), in a situation where the circumstances of such a case are requiring such a solution, in particular where it is not possible to present the possibilities or the technical parameters of the offered goods in Public official's headquarter or in premises where the performance of official duties takes place; the conditions on signing a contract are requiring to train the personnel or the Client's staff. Relating to situations raised in this indent, one ought to keep in mind the time and the costs of the Client's visits in Grena Ltd. properties and premises and shall keep, regarding this matter, a far-reaching caution, in order to ensure their proportionality to the purpose of the visit.

Irrespective of the aforementioned, all kind of costs or expenses incurred by the Company in relation to marketing and promotional activities shall be proportional to the circumstances and shall unconditionally be compliant with the Policy, with UK Bribery Act 2010 as well as with the generally applicable legal regulations in force in the grantee's country, as well as shall be precisely recorded in the Company's books and records.

## **8. POLICY REGARDING TO FACILITATION PAYMENTS**

Grena Ltd. categorically prohibits the performance of Facilitation payments, considering them as bribe.

As an exception, it is allowed to perform Facilitation payments in a situation of exposure to a threat of life, health loss or security of an Employee, or any other person, in particular family, on condition that they will immediately notify the Company's Board or the Legal department about this fact.

The informational duty mentioned in the previous paragraph rests on the Employee even in a situation where he has managed to not perform a Facilitation payment.

## 9. POLICY REGARDING TO POLITICAL AND CHARITY PURPOSES

Grena Ltd. is not performing any payments neither providing services in favour of parties, organisations, movements, political actions as well as associations with business activity as statutory goals.

Grena Ltd. acknowledging the good practices relating to social activity, performs donations in favour of charity organisations.

The transfer of any Company's assets, in particular financial assets, on charity purposes shall occur under written consent of the Board of Grena Ltd.

Grena Ltd stipulates, under Bribery Act 2010, that charity donations might constitute violation of anti-bribery and anti-corruption laws and provisions.

Therefore, the Company does not perform payments or donation for charity purposes or in favour of charity organisations, at an explicit or implicit request of a Public official or of a commercial partner.

## 10. POLICY REGARDING TO KEEPING ACCOUNTING BOOKS AND RECORDS

Accounting books and records, as well as accounting documents of Grena Ltd. shall be kept in accordance with the binding legal regulations in this matter, in a reliable and diligent way. It is categorically forbidden to non-account or improperly account means, assets or transactions in order to circumvent the law.

The access to accounting systems, books and records shall be given solely to authorised persons. It is forbidden to destroy, transfer or preserve the documentation in a way contrary to the legal provisions and to the proper procedures relating to this matter.

Any corrections performed in the accounting documentation shall be conducted in compliance with the accountancy rules.

The accounting activities relating to the Company's assets, means and funds shall be undertaken after a prior confirmation given by the Board, in compliance with the proper procedures, properly recorded, in particular by properly designating the time, the amount, the period, the classification, in a way reflecting the transaction's purpose.

**11. THE POLICY, RELATING TO THE MATTER OF PROCEEDINGS WITH POTENTIAL AGENTS, CONSULTANTS, PLENIPOTENTIARIES, REPRESENTATIVES, BUSINESS PARTNERS.**

Under UK Bribery Act 2010, the Company might be held liable on account of violation of provisions of the act in case of breaching its provisions by an agent, representative, plenipotentiary, consultant, lobbyist, Business partner, joint venture entity as well as any other natural or legal person acting in the Company's name (vide: "Business partners"), unless the Company takes proper actions in order to render impossible or to minimize the risk relating to undertaking such activities.

The Company establishes and commences cooperation with Business partners in relation to which a due diligence procedure was carried out and duly recorded.

**12. POLICY RELATING TO CORRUPTION COUNTERACTING – ADEQUATE PROCEDURES**

The Company's Board shall elaborate and implement adequate procedures to the risk level in particular segments or sectors of conducted activity in order to counteract corruption.

**Appendix no 1 to Grena Ltd. Anti-bribery Policy**

**The General Conditions of Cooperation  
between Grena Ltd. with  
the Business partners  
Extract from the Anti-Bribery Policy**

The present Appendix - The General Conditions of Cooperation between Grena Ltd. with the Business partners – extract from the Anti-Bribery Policy (hereinafter referred to as: “Appendix”) is a part of the valid version of Grena Ltd. Anti-bribery Policy, which can be found in the following Internet page: [www.grena.co.uk](http://www.grena.co.uk).

The Appendix is globally applied, by all of the national and foreign companies (natural and legal persons) acting in the name of Grena Ltd., as well as employees and representatives of these entities (hereinafter referred to as: “Business partners”).

The present document shall be signed and returned to Grena Ltd. within the cooperation with all of the Business partners and is required while applying it, irrespective of the agreement. The document’s signing is not required if the Appendix is joint to the agreement by concluding appropriate clauses referencing to its content.

After the Appendix’s signing or joining it to the Agreement, its copy shall also be sent to the following address: [compliance@grena.co.uk](mailto:compliance@grena.co.uk).

The Appendix shall apply in cases of every cooperation between Grena Ltd. and a Business partner, provided that the Appendix might be replaced by its subsequent version.

*Definitions:*

The terms used in the General Conditions of Cooperation between Grena Ltd. with the Business partners, unless otherwise specified, shall have the following significance:

- Bribery (bribe)* – every personal or commercial benefit of a financial or other character, consisting in offering, promising, requiring, giving, handing over, receiving, directly or indirectly (by third parties), any benefits in order to



remunerate or to cause an inappropriate activity of a third party or of a public official – irrespective of their function in private or public, national or foreign companies - or any other way of leverage, or unfair acquisition, in an illegal manner or in a way contrary to good customs, of influence on a decision of such a person;

*Employee*

- every natural person directly employed by the Business partner, irrespective of the type of legal relation – contract of employment (full-time, part-time, substitution); trainees, employees of other companies delegated to the Business partner, or any other employee of the Business partner delegated to another company;

*Public official*

- any natural person holding a public office or performing public functions, in particular: clerks, employees, agents, representatives, proxies of any organs or public offices, representative offices and governmental departments, having an executive, legislative or judicial character, in any state or local level, as well as directors, members of management and employees of companies being the property of the State Treasury, or controlled by the state (hereinafter referred to as: “**State legal persons**”), political parties (including members of political parties) and international organizations, in particular the EU, Commonwealth, UN;

*Business partner*

- a person or a third entity providing services in the name or on behalf of the Company, in particular agents, distributors and consultants;

*Representative*

- Business partner, members of Business partner’s organs, proxies, employees, rented personnel, consultants, intermediaries, lobbyists, independent subcontractors, subcontractors of lower rank as well as any other individual acting on behalf or on recommendation of a Business partner, providing services in the name or on behalf of the Company.

## OBLIGATIONS

The Business partner acknowledges, that Grena Ltd. adopted a “zero tolerance” policy in relation to bribery or any other form of it.

The Business partner hereby gives its consent to support Grena Ltd in this matter, in particular, without limitation to the aforementioned, the Business partner:

- Shall not and will ensure that his Employees or Representatives will not undertake, participate, tolerate nor engage themselves in any form of activity showing features of corruption;
- Ensures that his business practices will comply with the Anti-Bribery Policy Grena Ltd.;
- Guarantees to act in compliance with UK Bribery Act 2010;
- Shall exercise the due diligence in the training of its Employees, in order to recognize and prevent inappropriate behaviour, provided that Grena Ltd. will provide the Business partner with the necessary support, in particular by training the Business partner’s Employees;
- Shall inform Grena Ltd about every symptom of inappropriate behaviour of his Employees or Representatives while performing works or services in the name and on behalf of Grena Ltd and will contribute every necessary information in this scope;
- Acting on behalf of Grena Ltd., shall not make use of any intermediaries without the Company’s knowledge;
- Shall not perform any Facilitating payments, including to that, but not limited to – any undocumented and unrecorded payments, which purpose is to fasten activities, actions or administrative proceedings such as, e.g., issuance of administrative permits and decisions, release of goods detained by the office relevant to customs affairs;
- Shall not support, explicitly or implicitly, in particular by making payments, any initiatives, actions, organisations or political parties on behalf of Grena Ltd or on behalf of Grena Ltd’s Client;
- Shall not make use of funds transferred by Grena Ltd. in order to support political parties and initiatives;
- Hereby declares, that the processes and procedures binding within the bounds of his company, capital group, associated entities, are enabling the performance of records

and requirements comprised in the Appendix, whereas the procedures which will be elaborated in the future shall be compliant with UK Bribery Act 2010;

- In the case of subcontracting of services provision under an agreement with the Company, on behalf of external entities, shall enter in the agreements concluded with these entities, clauses under which these entities will be obliged to act in compliance with the present Appendix.
- Guarantees, that he filled in and gave back to Grena Ltd. the Informational Form of an External Entity, and that every information contained in it are and will remain true, complete and correct.
- The Business partner acknowledges and condones, that a violation of the Appendix's provisions constitutes a grave violation of the contractual relation connecting it to Grena Ltd., which justifies the termination of the agreement without notice, due to the Business partner's guilt.

I hereby declare, that I became acquainted with the content of the Appendix, which is clear and understandable to me, and to whom I do not have any objections and I hereby undertake to comply with it.

.....  
[Name and stamp of the Business partner]

Signed by:

.....  
[Name and surname, function (title), date]