



Code of business conduct

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The Code of Business Conduct is a set of corporate values and norms of behaviour expected from all LeverX Group employees.

It defines the **basic behavioural patterns for each employee** of the Company in order to maintain the ethical and regulatory requirements of LeverX Group.

The Code of Business Conduct is a **tool used to protect the interests** of our business, employees, and partners, which was created in accordance with the corporate values of LeverX Group (honesty, transparency, responsibility, openness, customer centricity).

LEVERX GROUP CODE OF BUSINESS CONDUCT: GENERAL PROVISIONS

LeverX Group (“we”, “the Company”) is committed to achieving business and strategic goals in accordance with high ethical and legal standards.

The customers, partners, employees, the society in which LeverX Group operates — all form an opinion about the Company based on the behaviour of each of its employees.

Unacceptable behaviour of just one employee can damage the reputation of the entire Company. The employees of LeverX Group shall respect the cultures and laws, people and institutions of the countries where they work.

This document (“**LeverX Group Code of Business Conduct**”, hereinafter referred to as “the Code”) is designed to establish certain standards of conduct for each employee of LeverX Group.

The rules and guidelines listed herein do not cover all the matters that might arise, but rather contain the basic principles that all employees of LeverX Group should be guided by while performing their duties.

These rules shall be interpreted depending on the situation and with due regard to local laws and regulations of the state where the employee works.

In all business situations that are not fully covered by the requirements of this document and other policies of LeverX Group, the employees shall use common sense and seek advice from their line manager.

All employees of LeverX Group, regardless of their position, shall comply with the requirements listed herein and ensure that their teams follow them as well.

The Code is a framework document that contains key business principles, as well as a set of standards and requirements adopted by the Company in order to comply with applicable laws, promote honest and ethical business conduct and prevent abuse.

LeverX Group follows the principles of good faith and business ethics in order to:

- Comply with the requirements imposed by the applicable legislation of the coun-

tries in which LeverX Group operates (the United States of America, the Republic of Lithuania, the Republic of Poland, the Republic of Uzbekistan, Germany and other states where LeverX Group operates (hereinafter certain country shall be referred as “Country”)).

- Respect the interests of all stakeholders (customers, suppliers, competitors, the media, regulators (both local and international), other third parties that may influence LeverX Group and whose activities, in turn, may be influenced by LeverX Group).
- Maintain a good business reputation.

LeverX Group Code is intended to:

- Assist LeverX Group employees in making reasonable decisions in good faith.
- Navigate one for advice in case of uncertainty about a decision to be made or in case of violations of the provisions hereof.
- Put together the best practices of ethical business conduct in a single document and convey this information to all the stakeholders.
- Demonstrate the Company’s adherence to the best practices of ethical business conduct.

LeverX Group expects all employees of the Company to work honestly and faithfully. Therefore, the employees shall:

- Read the Code and follow the principles and procedures set forth therein scrupulously;
- Perform their duties in accordance with the in-house policies and procedures of LeverX Group and the requirements of applicable law;
- Avoid situations of conflict of interest (for more details, see the Conflict of Interests in LeverX Group section);
- Be responsible for decisions made;
- Promptly inform the Company about all known or potential cases of unfair behaviour or dishonest business practices;
- Behave ethically in all cases where an employee is acting on behalf of LeverX Group or may be associated with LeverX Group.

LEVERX GROUP PRINCIPLES

LeverX Group applies the following principles in its activities:

- Equality of opportunities and treatment in the matters of labour and employment.
- Freedom of association.
- Rejection of forced and bound labour.
- Rejection of child labour.
- Non-discrimination, including because of disability, in matters relating to all forms of employment.
- Protection, support of the family, motherhood, fatherhood, and childhood.
- Safe working conditions.
- Right to education.

COMPLIANCE WITH LEGAL REQUIREMENTS

In their activities, LeverX Group employees shall strictly comply with all legislative provisions and generally accepted principles of business ethics set forth in the relevant instructions.

The Code operates on the basis of the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, the SAP Partner Code of Conduct, other statutory regulations of the Country, international treaties and in-house policies and procedures of LeverX Group, as well as generally recognized moral principles and norms.

BUILDING BUSINESS CONNECTIONS WITH COUNTERPARTIES

General Provisions

This section of the Code “Building Business Connections with Counterparties” (hereinafter referred to as “the Regulation”) sets the procedure for building business relations between LeverX Group and third parties in order to minimize the risks of LeverX Group associated with doing business.

The Regulation is part of LeverX Group's set of in-house policies and procedures aimed at ensuring compliance with legislative requirements and bylaws.

Objectives of the Regulation

This Regulation has been developed in order to minimize the risks of the Company associated with the establishment of business relations with government agencies and companies; with companies managed or controlled by politically exposed persons; with sanctioned persons; with parties to business transactions acting in bad faith; with fraudulent companies.

Terms and Definitions

The term **"counterparty"** means a legal or natural person, an individual entrepreneur with whom LeverX Group has established or plans to establish business relations (conclude an agreement, make a deal).

The term **"responsible official"** means an employee or official of LeverX Group who has the authority to negotiate and/or conclude agreements, make other transactions with counterparties.

The term **"politically exposed person" ("PEP")** means an individual who performs important public functions, such as a head of state or a head of government, a high-ranking politician, a senior government/judicial/military official, a head of a state-owned corporation, a leader of a major political party, etc.

RESPONSIBLE PERSONS

The employees and officials of LeverX Group whose duties include negotiating and coordinating the terms and conditions of contracts with LeverX Group customers, suppliers and contractors shall be responsible for compliance with the requirements hereof (responsible officials).

The Regulation also applies to the participation of LeverX Group in procurement, biddings and tenders.

CUSTOMER DUE DILIGENCE

The responsible official of LeverX Group shall collect the following information about the counterparty when negotiating the terms and conditions of contracts with them:

- Name, registration number, registration address.
- Full names of persons authorized to conclude the contract on behalf of the counterparty, their positions and authorities.
- Information about the ultimate beneficiary of the counterparty (if possible).
- Information about the active status of the counterparty being a legal entity.
- Information from public sources regarding compliance of the counterparty with the legislation applicable to its activities.
- Information about the reputation of the counterparty, including adverse information about the counterparty, its shareholders, and beneficiaries. In case any adverse information about the counterparty is available in the public sources used to perform the due diligence of the counterparty, LeverX Group official shall save the corresponding links and provide them to the compliance manager of LeverX Group for evaluation.
- Presence of politically exposed persons (PEPs) among the managers, owners, ultimate beneficiaries of the counterparty.

Prior to the conclusion of the contract, the responsible official of LeverX Group shall also collect documents that confirm the above information from the counterparty or external reliable sources not related to the counterparty.

Such sources include state or non-state public registers containing information about legal entities and entrepreneurs, information from rating agencies, major media platforms, etc.

The documents may also be collected in electronic form, including links to public online resources or documents uploaded from the Internet.

The supporting documents may also be received from the counterparty as scanned copies of the originals.

The information and documents collected by the responsible official shall be provided to the compliance manager for consideration before the conclusion of the contract.

Within 3 (three) business days from the date of receipt of information and documents regarding a potential counterparty, the compliance manager shall carry out an inspection and establish:

- The legal existence of the counterparty in the country of its registration.
- The authority of its representatives to enter into contracts with the Company.
- The ultimate beneficiary of the counterparty (if possible).
- Any adverse business history of the counterparty.
- Whether any international sanctions have been imposed against the counterparty and/or its ultimate beneficiary that either prevent the conclusion of the contract with such a counterparty or create a risk of adverse consequences thereof for the Company, including: failed/problematic settlements with such a counterparty or other counterparties, termination of the agreement with the servicing bank completely or in respect of the provision of services, addition of the Company to the sanctions lists of any state or international body;
- Whether the counterparty is a state body, organization, company wholly or partly owned by the state.
- The compliance manager shall assess the risks arising from the establishment of business relations with a potential counterparty and approve or refuse to approve the conclusion of a contract with such a counterparty, as well as provide the CEO with a reasoned recommendation to decline the contract.

The reasons to refuse to approve the conclusion of a contract may include:

- Failure to establish the legal existence of the counterparty.
- Absence of operations performed by the counterparty in the country of its registration.
- Any adverse business history of the counterparty.
- Addition of the counterparty or its ultimate beneficiary to the sanctions lists in case the establishment of business relations with such a counterparty violates the legislation applicable to LeverX Group or entails negative consequences for the Company's business.
- Conclusion of a contract/transaction with a state body, organization, company, wholly or partially owned by the state, on terms and conditions that differ significantly (more than 10% of the regular price / terms for performance of obligations) from the standard terms and conditions of such contracts/transactions.

In case the compliance manager establishes during the inspection of the counterpar-

ty that the management, owners, or ultimate beneficiaries of the counterparty include politically exposed persons or their relatives or the counterparty is a state body, organization, company, wholly or partly owned by the state, the establishment of business relations, including business correspondence, with such a counterparty shall only take place under the supervision of LeverX Group compliance manager.

The compliance manager shall establish whether such a politically exposed person manages or owns the counterparty in compliance with the applicable legislation.

If the politically exposed person has no right to directly or indirectly manage, participate in management, own the counterparty in accordance with the legislation applicable to them, the compliance manager shall refuse to approve the conclusion of a contract with the counterparty.

If the politically exposed person has the right to directly or indirectly manage, participate in management, own the counterparty in accordance with the legislation applicable to them, the compliance manager shall make sure that the terms and conditions of the contract with such a counterparty correspond to standard terms and conditions of similar contracts and there are no significant deviations (more 10%) in the price of the contract or the terms for performance thereof.

LIABILITY OF EMPLOYEES FOR NON-COMPLIANCE WITH THE SECTION “BUILDING BUSINESS CONNECTIONS WITH COUNTERPARTIES”

The compliance manager of LeverX Group shall control the enforcement of this Regulation.

Employees and officials of LeverX Group, regardless of their position, shall be liable for compliance with the principles and norms of the Regulation and applicable law, as well as for the actions (omissions) of their subordinates who violate such principles and norms.

Failure to comply with the requirements of the Regulation and applicable law may entail disciplinary actions by LeverX Group against its employees, including dismissal; the infringing employees may also lose their bonuses.

In case an employee/official of LeverX Group prepares to commit, commits or participates in committing corruption offences, they shall be liable to criminal proceedings in the manner determined by the applicable legislation of the Country.

CONFLICT OF INTERESTS

General Provisions

This section on conflict of interests (hereinafter referred to as the “Section”) is an in-house policy of LeverX Group that establishes a framework to prevent and resolve conflicts of interests.

The Section is part of LeverX Group’s system of in-house policies and procedures aimed at ensuring compliance with the requirements of the law and bylaws.

The Section has been prepared in accordance with the applicable legislation and the Anti-Corruption Policy section of LeverX Group.

Terms and Definitions

The term “conflict of interests” means a situation where the personal interest (direct or indirect) of an employee (representative of LeverX Group) affects or may affect the proper performance of their official (employment) duties, and a conflict arises or may arise between the personal interest of an employee (representative) of LeverX Group and the rights and legitimate interests of LeverX Group, which can harm the rights and legitimate interests, property and/or business reputation of LeverX Group whose employee (representative) they are.

The term “**personal interest**” of LeverX Group employee is a financial or other interest that affects or may affect the performance of their official (employment) duties.

Prevention and Settlement of Conflicts of Interests: Basic Principles

Conflicts of interests in LeverX Group are prevented and settled in accordance with the following basic principles:

- Anti-corruption measures have the highest priority.
- Confidentiality of the process of disclosing information about a conflict of interests and the process of settlement thereof.
- Individualized consideration and assessment of reputational risks for the Company when a conflict of interests is identified and settled.

- Striking a balance between the interests of the Company and those of the employee when settling the conflict of interests.
- Protection of the employee of the Company from prosecution in connection with a report of a conflict of interests that was timely disclosed by the employee of the Company and settled (prevented) by the Company.

Responsibilities of Employees of LeverX Group in Connection with Disclosure and Settlement of Conflicts of Interests

In performance of their duties, an employee of LeverX Group shall:

- Respect the interests of LeverX Group, primarily in relation to its mission.
- Be guided by the interests of LeverX Group without taking into account their personal interests, the interests of their relatives and friends.
- Avoid situations and circumstances that may lead to a conflict of interests.
- Disclose the real or potential conflict of interests.
- Contribute to the settlement of the conflict of interests that has arisen.

An employee of LeverX Group shall not use the Company's assets or allow them to be used for purposes other than those provided for by the founding documents of LeverX Group.

Disclosure of a Conflict of Interests by an Employee

The compliance manager of LeverX Group shall be responsible for receiving information about emerging (existing) conflicts of interests.

A conflict of interests shall be disclosed in an electronic message sent to the email address of LeverX Group compliance manager and containing information about the existence of a personal interest in the performance of duties that leads or may lead to a conflict of interests.

The compliance manager shall register and process such messages within 3 (three) working days from the date of receipt and take measures to prevent the corresponding conflict of interests.

A conflict of interests may be first disclosed orally, but shall be followed by registration of data in writing.

Ways to Prevent and Settle Conflicts of interests in LeverX Group

LeverX Group employees shall take steps to prevent conflicts of interests in accord-

ance with the requirements of the law and this section, as well as the materials provided by LeverX Group compliance manager that contain a description of typical conflicts of interests and the procedure for their settlement in the Company.

Possible ways to settle a conflict of interests in the Company:

- Restricted access of LeverX Group employee to specific information that may relate to their personal interests.
- Voluntary refusal of LeverX Group employee to participate or their suspension (permanent or temporary) from participation in discussions and decision-making process regarding matters that are or may be affected by a conflict of interests.
- Limited authorities of LeverX Group employee in relations with specific counterparties if such relations may lead to a conflict of interests.
- Review and change of functional duties of LeverX Group employee, general restriction of their relevant authorities.
- Transfer of the employee to a position that provides for the performance of functional duties without the risk of a conflict of interests in accordance with the applicable labour legislation of the Country.
- Rejection of personal interest by LeverX Group employee that conflicted with the interests of LeverX Group.
- Dismissal of the employee on the grounds established by the applicable labour legislation.
- Other methods defined in the in-house policies and procedures of LeverX Group, as well as in the explanations brought to the attention of employees by LeverX Group compliance manager.

The decision regarding the choice of the method to settle the conflict of interests shall be based on the degree of personal interest of LeverX Group employee and the likelihood that their personal interest will be realized to the detriment of the interests of the Company.

Liability of Employees for Non-Compliance with this Section

Employees and officials of LeverX Group, regardless of their position, shall be liable for compliance with the principles and norms of this section and applicable law, as well as for the actions (omissions) of their subordinates who violate these principles and norms.

The Company may take disciplinary actions against the employees who violate the requirements of this section and applicable law, including dismissal; such employees may also lose their bonuses.

In case an employee/official of LeverX Group prepares to commit, commits or participates in committing corruption offences, they shall be liable to criminal proceedings in the manner determined by the applicable legislation of the Country.

GIFTS AND SPONSORSHIP

General Provisions

This section on the procedure for giving gifts and providing sponsorship sets out the rules for giving gifts and providing sponsorship and regulates the relevant relations of the parties in order to prevent corruption.

This section is part of LeverX Group's framework of in-house policies and procedures aimed at ensuring compliance with the requirements of the law and bylaws.

Terms and Definitions ¹

The term **"affiliates"** means persons who are related to the employee or official of LeverX Group by blood or marriage (their own parents, spouses, children, siblings, as well as the siblings, parents, children of their spouses and spouses of their children), citizens or organizations with which the employee and/or persons being related to them by blood or marriage maintain property, corporate or other close relations.

The term **"official events" ("events")** means official ceremonial events, business meetings and negotiations, business trips within the territory of the Country and beyond, marketing events, major corporate and personal dates of LeverX Group and its counterparties, partners, public holidays of the Country.

The term **"gift"** means valuable property received by the employee or official of LeverX Group from third parties who make a donation keeping in mind the official position of the recipient or the performance of their official (employment) duties, except for stationery, given to each participant of ceremonial events, business trips and other official events to facilitate performance of their official (employment) duties; flowers and valuable gifts given as an encouragement (award).

The term **"gift products"** means valuable property without LeverX Group trademarks given on behalf of LeverX Group to individuals or legal entities free of charge.

¹ Definitions vary from country to country in accordance with cultural, legal or other factors and the nature of the problem as it appears in each country.

The term **“souvenir products”** means products or other valuable property that feature LeverX Group trademarks and are given on behalf of LeverX Group to individuals and legal entities free of charge.

The acceptance and giving of gifts as part of an established business relationship is allowed to the extent that they comply with the principles of gift giving and the limits set forth herein.

Acceptance of Gifts by LeverX Group Officials and Employees

Officials and employees of LeverX Group may accept gifts from third parties subject to the following conditions:

- The donation is not regular (not more than twice a year from the same person).
- The gift does not give rise to a conflict of interests and does not bias the decision-making by LeverX Group official/employee.
- The gift is given openly and does not create reputational or other risks for LeverX Group.
- The gift is given as part of a ceremonial event, business trip or other official event.
- The value of the gift does not exceed 50 EUR ².

The gifts in cash and non-cash money, gifts like cash (e.g., prepaid cards), as well as luxury commodities, shall not be received.

The employees, officials and their affiliates shall not accept gifts or other benefits that do not comply with the principles set out herein in order to prevent potential conflicts of interests, as well as reputational and other risks.

In case an employee/official is offered a gift (including through persons affiliated with them) that does not comply with the principles established hereby, such employee/official shall politely refuse to receive it or return it and explain that LeverX Group rules forbid to accept such gifts.

In case such refusal or return might look offensive, as well as if the gift was given anonymously, leaving no chances to identify the sender, the gift shall be handed over to the compliance manager under a certificate drawn up in any form no later than 3 (three) business days from the date of its receipt, and if the gift was received during a business trip — no later than 3 (three) working days from the date of return therefrom.

² The amount may be varied from country to country in accordance with applicable legislation of the Country

The compliance manager shall keep record of the received gifts and the corresponding certificates.

Gift Giving by LeverX Group Officials and Employees

Any gifts (gift and souvenir products) shall be given on behalf of LeverX Group in accordance with the following principles:

- The gift shall be legally acceptable, appropriate and meet the limits established by the requirements of applicable law and this section.
- The gift shall not be offered on a regular basis (not more than twice a year to the same person).
- The gift shall not be paid for with the personal funds of employees or officials of LeverX Group.
- The gift shall not give rise to a conflict of interests, e.g., create counter obligations for the recipient or bias their judgements and decisions.
- No gifts shall be offered during procurement procedure and/or during direct negotiations when concluding contracts with counterparties and partners of LeverX Group, as well as to persons performing control and/or supervision over LeverX Group.
- No gifts in cash and non-cash money, gifts like cash, or luxury commodities shall be offered to third parties on behalf of LeverX Group, its employees, officials and representatives.
- No gifts shall be offered to persons holding state (municipal) positions, state (municipal) officials, employees, officials of state bodies, organizations, funds, banks, in connection with the performance of their official (employment) duties.
- This shall not apply to cases of offering gifts in connection with ceremonial events, business trips, other official events and to other cases established by federal laws and other statutory regulations that determine the specifics of the legal status and the duties of such persons.

The value of a gift given to persons holding state (municipal) positions, state (municipal) officials, employees of other state bodies, organizations, funds, banks in connection with ceremonial events, business trips, other official events shall not exceed 50 EUR ³.

No gifts or souvenirs that violate the principles specified herein shall be offered in order to prevent a potential conflict of interests, reputational or other risks.

² The amount may be varied from country to country in accordance with applicable legislation of the Country

Any offering of gift and souvenir products shall be preceded (at least 5 working days in advance) by sending a corresponding application to the e-mail address of the compliance manager.

The application shall contain information about the recipient (name, position, whose interests they represent, expected date of giving, description of the gift, reasons to give the gift).

The compliance manager shall keep record of the submitted applications and, if necessary, permit or prohibit the giving of the gift no later than 3 (three) working days from the receipt of the application.

SPONSORSHIP

Based on the proposals of employees and officials of LeverX Group and at their own discretion, the CEO of LeverX Group shall have the right to decide on the provision of gratuitous support (sponsorship) to third parties (organizations, individual entrepreneurs, other individuals).

Gratuitous support (sponsorship) may take the form of money, goods (property), works, services, property rights, including exclusive intellectual property rights and be provided in the manner and in accordance with the conditions established by the current legislation of the Country.

Gratuitous support (sponsorship) shall be provided for the purposes allowed under the applicable legislation of the Country:

- No sponsorship shall be offered to persons holding state (municipal) positions, state (municipal) officials, employees, officials of state bodies, organizations, funds, banks, in connection with the performance of their official (employment) duties.
- Sponsorship shall only be provided on the basis of an agreement concluded between the Company and the recipient of such gratuitous support (sponsorship).

LIABILITY OF EMPLOYEES FOR NON-COMPLIANCE WITH THIS SECTION

The compliance manager of LeverX Group shall supervise the implementation of this

section.

LeverX Group employees and officials, regardless of their position, shall be liable for compliance with the principles and norms of this section and applicable law, as well as for the actions (omissions) of their subordinates who violate these principles and norms.

The Company may take disciplinary actions against the employees who violate the requirements of this section and applicable law, including dismissal; such employees may also lose their bonuses.

In case an employee/official of LeverX Group prepares to commit, commits or participates in committing corruption offences, they shall be liable to proceedings in the manner determined by the applicable legislation of the Country.

INTERACTION WITH CIVIL SERVANTS AND EMPLOYEES OF STATE COMPANIES

Terms and Definitions

In this LeverX Group Code, the term “civil servant / employee of a state company” includes the following categories:

- Judges.
- Persons employed at legislative bodies.
- Persons holding civil service positions.
- Persons holding positions in municipal authorities and local governments.
- Members of political parties.
- Candidates for elective offices.
- Employees of international public organizations (for example, the Red Cross or the World Bank);
- Persons holding positions in state institutions.
- Employees of state enterprises.
- Employees of legal entities, the state participation in the authorized capital of which exceeds 50% or the number of shares owned by the state exceeds 50%.

- Employees of legal entities whose decisions the state can directly or indirectly determine in accordance with the law.

Gifts and Entertainment for Civil Servants and Employees of State Companies

The general rule accepted in the Company is a ban on offering any property benefits (including promotional gifts, souvenirs, other benefits, bonuses and gifts, as well as invitations to entertainment events paid by the Company) to civil servants and employees of state companies, directly or indirectly.

If an employee of the Company intends to give any gift to a civil servant or an employee of a state company, they shall obtain prior written consent from the compliance officer.

The only exception to the above shall be traditional modest gifts offered on an official calendar holiday in the country where the recipient works or on their birthday, if this gift is:

- A bouquet of flowers.
- A greeting card.

Such gifts shall only be given in the limited circumstances outlined above; the offer of such a gift shall not violate the restrictions contained in the duty instructions of the recipient.

Business Lunches and Dinners with Civil Servants and Employees of State Companies

Civil servants and employees of state companies may be invited to business lunches with a spending limit equivalent to 50 EUR ⁴.

CONFIDENTIALITY

General Provisions

Any and all documents and information related to the Company's business operations that are not publicly available shall be the property of the Company and be treated as confidential.

² The amount may be varied from country to country in accordance with applicable legislation of the Country

The information relating to pricing, product and service development and trade secrets is especially important and shall be kept strictly confidential.

If such information is sent to persons who have no right to access it, it may be used to the detriment of the Company and cause serious harm to the Company's position in the market. Moreover, this may entail a breach of obligations under contracts concluded with the customers of the Company.

Therefore, the employees of the Company shall neither transfer the documents and information of the Company to third parties nor provide access to Company data to anyone outside the Company.

Such information does not include information specifically created for public distribution.

The Company employees shall take necessary and appropriate steps to ensure that confidential and proprietary information does not fall into possession of unauthorized persons within or outside the Company.

Each employee of the Company shall sign a non-disclosure obligation to never disclose confidential information of the Company.

Internal and External Communication

The management of the Company always strives to ensure an open and frank discussion of the Company's business and strategy with its employees.

The employees who have the appropriate authority shall be liable for the dissemination of business information within and outside the Company.

The employees of the Company shall only communicate with the media or financial analysts on their own initiative in case they have the appropriate authority.

Any contact with the media or analysts shall be coordinated and authorized by the Company's public relations or investor relations officer.

The employees of the Company who are not authorized to disseminate information shall:

- Direct requests from the media to the media relations officers, regardless of how the request was received.

- Direct requests from financial analysts to the investor relations officers, regardless of how the request was received.
- Never express their own opinion on behalf of the Company.
- Never provide any information about the Company without prior written permission.

If a representative of a customer, supplier, subcontractor, partner, or a candidate for a position in the Company asks an employee of the Company to comment on the Company, such an employee shall refer to public sources of information and offer to contact the relevant departments.

In all other respects, non-authorized employees shall refrain from commenting on official Company information in communication with parties outside the Company. The employees of the Company shall make every effort to never give the impression that they might in any way reflect the opinion of the Company when expressing their own opinion.

An example of this requirement is that the employees of the Company shall never use @leverx.com email address for correspondence having political or religious character or to take part in direct mailing with political or religious content.

Sharing Confidential Information with Customers, Suppliers and Partners

The employees of the Company shall only share information that is considered confidential with customers, suppliers or partners and, as a general rule, shall only accept confidential information from customers, suppliers or partners if a non-disclosure agreement has been previously signed.

The employees shall discuss any exceptions to this rule with their management or legal department (or both). Consultation with the Legal Department shall always be necessary to waive the requirement to sign the non-disclosure agreement.

The employees of the Company shall never share confidential information regarding any customer, supplier or partner with another customer, supplier, partner or other person outside the Company. The same applies to existing and potential customers, suppliers, subcontractors or partners.

Use of the Internet

The employees of the Company may have access to the part of the Internet that is

not controlled by the Company.

Materials published outside the Company's websites may be subject to agreements signed by way of clicking or downloading, or the Company's corporate agreement rules, or a combination thereof. In addition, copyright may cover text, graphics, photographs, music, videos appearing on a website, while the trademark law may protect sounds, logos and images that represent the owners of rights thereto.

The Company respects the intellectual property of third parties and encourages its employees to avoid unauthorized use of trademarks and copyright-protected items.

The employees of the Company shall also consult the Legal Department regarding their right to make photocopies, excerpts and citations, electronic copies or use the materials otherwise. The fact that the material is technically available and can be copied or downloaded from the Internet does not automatically mean that you have the right to copy or distribute it by e-mail, posting to communities or otherwise.

Copyright and trademark agreements and laws may limit the scope of materials the employees have legal access to on websites, as well as the right to use these materials.

Failure to comply with these legal requirements may jeopardize the Company's intellectual property rights or make the Company liable for misuse of information or infringement of intellectual property rights if such intellectual property is used in violation of relevant agreements or without thereof.

The employees of the Company may view the websites of its partners, customers, competitors or other third parties for business purposes, provided that they avoid unauthorized use of copyrighted materials or unauthorized access to confidential information, source code or products of competitors.

The employees of the Company shall never:

- Copy, reproduce, distribute, publicly display, create derivative works from, or download copyrighted materials (including product documentation, text, screenshots, source code, diagrams, photographs, music, videos or other copyright-protected items) without the permission of the copyright holder.
- Create products, tools and technologies that automate unauthorized downloading of data from third-party websites or automate operations on third-party websites, unless allowed to do so (e.g., under a license agreement).

- Download the source code, unless allowed to do so (e.g., under a license agreement).
- Download competitors' products, unless allowed to do so (e.g., under a license agreement).
- Access or use confidential information, unless allowed to do so. The confidential information includes, for example, confidential contracts, price lists or lists of end users.
- Access or use information that may be found on competitors' websites, unless allowed to do so under applicable competitor information practices.

Corporate email addresses (@leverx.com) shall not be used for personal purposes.

DATA PROTECTION AND RIGHT TO PRIVACY

The employees of the Company shall comply with applicable legal regulations on the protection of personal data and the right to privacy of other employees, candidates for positions in the Company, customers, suppliers, partners and all other persons whose personal data is stored or processed by the Company.

The employees of the Company shall comply with the principles of the confidential information storage and use policy if any activity of the Company is related to the storage, processing, use or access to personal data.

The collection of personal data shall only be carried out for legitimate purposes determined before the start of storage. The data shall not be processed in any manner incompatible with the previously stated purpose, unless otherwise allowed by applicable law.

All the employees of the Company, together and individually, shall ensure the secrecy and confidential processing of personal data to which such employees have access in order to perform their employment duties.

All the employees of the Company shall have the right to collect, process and/or use or provide access to personal data only to the extent necessary to perform their employment duties.

ACCOUNTING AND RECORD MAINTENANCE

Payments

The employees of the Company shall ensure that the Company only makes payments (regardless of the type) based on accurate records and for the purposes specified therein.

When recording a payment and making payments, the employees of the Company shall act in accordance with the generally accepted accounting principles and follow the relevant rules.

Data Retention

The Company shall keep all the records relating to business transactions for 3 (three) years from the date of the tax compliance audit performed by the tax authorities or for 10 (ten) years if no such audit has been carried out.

The Company shall maintain accurate and transparent records, books and accounts sufficient to record transactions accurately and demonstrate compliance with applicable laws and regulations.

All the records and reports shall be reasonably detailed and accurate and truthfully reflect the distribution of assets and the conduct of transactions.

The content of the books, records, and related primary documents must be sufficient to enable a third party representative to evaluate the business purpose of the transaction, including (if applicable) identifying the third parties involved.

LIABILITY FOR VIOLATION OF THE CODE

Employees and officials of the Company, regardless of their position, shall be liable for compliance with the principles and norms of the Code and applicable law, as well as for the actions (omissions) of their subordinates who violate such principles and norms.

The Company may take disciplinary actions against the employees who violate the requirements of the Code and applicable law, including dismissal; such employees may also lose their bonuses.

In case an employee/official of the Company prepares to commit, commits or participates in committing corruption offences, they shall be liable to proceedings in the manner determined by the applicable legislation of the Country.