



ANTI-CORRUPTION POLICY incl. Anti-Money Laundering Rules

FOR
ENEXIO MANAGEMENT GMBH
AND
GROUP COMPANIES

Released by	Management Board: <input checked="" type="checkbox"/> CEO <input checked="" type="checkbox"/> CFO <input checked="" type="checkbox"/> COO
Governed by	Corporate Legal and Compliance
Applicable for	All Employees ¹ of ENEXIO Management GmbH and all Group companies
Effective from	16 December 2015

¹ The term "Employees" within the meaning of this Anti-Corruption Policy includes all layers of management functions such as presidents, vice-presidents, directors, officers, executives and managers and any other employees.



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STONE FROM THE TOP

For us at ENEXIO, integrity means acting in accordance with our values – excellence, responsibility, integrity, passion and diversity – wherever we do business. A key element of integrity is compliance: adherence to the law and to our own internal regulations. We have zero tolerance for corruption and violations of the principles of fair competition – and where these do occur, we respond rigorously.

The ENEXIO Management Board sets the following principles by way of a Tone from the Top and provides, by this Anticorruption Policy and all Compliance policies and guidelines, the framework for an ethical business conduct of all Employees².

- Compliance with all legal regulations and internal company policies is a key management duty at ENEXIO and has absolute priority, even if it has a negative impact on the business (whether internal or external financial targets or other business goals).
- ENEXIO expects legally and ethically impeccable conduct from all of its Employees² in daily business operations, because the way they carry out their duties affects the company's reputation and economic viability.
- The Management Board declares that ENEXIO is unreservedly committed to Compliance and will forgo any business transactions that would violate any compliance principles.
- The ENEXIO Global Code of Conduct in conjunction with the Anti-Corruption Policy, the Antitrust Policy, the Export Control Policy and further policies, detail the organisational framework for corporate compliance and specify areas in which violations of applicable law can have particularly serious adverse consequences, both for the entire enterprise and for individual Employees.
- The principles set forth in these policies are designed to guide all Employees in their business-related actions and protect them from misconduct.
- The ENEXIO Compliance Organisation provides support for this purpose. Employees may contact their respective supervisors or Compliance Officers for support and advice on ensuring legally compliant conduct in specific business situations.

The Management Board

² The term "Employees" within the meaning of this Anti-Corruption Policy includes all layers of management functions such as presidents, vice-presidents, directors, officers, executives and managers and any other employees.

1. Introduction; Scope and Purpose

- 1.1 Bribing public officials or employees or representatives of other companies (customers, suppliers, etc.) as well as requesting, allowing oneself to be promised or accepting bribes is illegal. According to the laws of many countries this also applies to acts committed abroad, irrespective of local customs.
- 1.2 Acts of corruption are likely to lead to very serious personal sanctions for the persons involved. Sanctions may include:
- Imprisonment;
 - Fines;
 - Personal damages claims;
 - Disqualification from certain professions or functions;
 - Travel restrictions;
 - Consequences under labour law.
- 1.3 Acts of corruption can also lead to very serious consequences for ENEXIO. In numerous countries any benefit derived from corruptive practices by or on behalf of the company may need to be relinquished and collected by the State Treasury. Some countries impose criminal penalties on companies involved in acts of corruption.
- 1.4 In many countries any contracts that are a result of corrupt practices are considered or declared invalid by law. The entire payment received from a customer may therefore be claimed back. Moreover, claims for the payment of damages may be raised by the contracting parties concerned and by the affected competitors.
- 1.5 In the case of export contracts based on acts of bribery the export credit insurance may be cancelled.
- 1.6 In many countries, bribery expenditures are not tax-deductible as operating expenses, which means that they will increase the taxable profit of the company and hence its tax burden.
- 1.7 Other possible consequences of corruption for ENEXIO are the exclusion from public contracts and the loss of reputation and goodwill.
- 1.8 Passive corruption, i.e. Employees of ENEXIO requesting or allowing themselves to be promised or accepting bribes in return for favours to other companies or parties,



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will lead to financial and reputational damage as well as to other potential adverse consequences for ENEXIO.

- 1.9 Acts of corruption frequently include other criminal acts, such as embezzlement, defalcation, fraud, money laundering, and violations of tax laws and foreign exchange laws. This may lead to even more serious sanctions.
- 1.10 The risk of detection of corruption is high. In some countries, including Germany, tax auditors are under the obligation to notify any suspicion that asserted operating expenses may have been used for bribery (or that other unlawful acts have been committed) to the prosecuting authorities which will investigate the case. Experience shows that there are numerous other ways by which corruption may come to light.
- 1.11 Anticorruption laws generally prohibit not only direct corruption but also indirect forms of corruption that are used for purposes of deception. Examples for indirect corruption are bribes granted to relatives or friends of the intended recipient or bribes covered as “fees” for services that have in fact little or no value, unlawful discounts or bonuses, equity participations, overpricing, etc. Consequently, it is not possible to circumvent anticorruption laws by using methods that appear superficially to be legal but that have corruptive effects.
- 1.12 Conclusion
 - **Bribery and corruption are serious offenses.**
 - **Persons involved in corrupt practices may be severely punished.**
 - **Corrupt practices may cause massive damage to ENEXIO.**
 - **Authorities are dedicating increased attention to the investigation of cases of corruption. The risks of detection and punishment are high.**
 - **Even a suspicion of a corrupt action may entail substantial disadvantages for ENEXIO.**

In order to protect ENEXIO and its Employees from such consequences it is not sufficient to just avoid actual acts of corruption but suspicion of corruption as well.

To this end, the provisions of this Anti-Corruption Policy set forth below must be strictly adhered to.



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1.13 Compliance Organisation

The functions within the Compliance Organisation are

- Chief Compliance Officer
- Corporate Compliance Officer
- Area Compliance Coordinators
- Company Compliance Manager
- Compliance Committee.

The roles and responsibilities of the compliance functions are described in the **ENEXIO Compliance Organisation Policy**. All Compliance Functions will assist in any question related to this Policy.

Questions, suggestions, recommendations and reports also can be sent to the following e-mail address: "compliance@kelvion.com".

1.14 Scope and Purpose of the Anti-Corruption Policy

This Anti-Corruption Policy applies to all operations and persons within ENEXIO Management GmbH and all of its affiliated Group companies (herein referred to as "ENEXIO"). Hence all Group Companies within ENEXIO and all Employees are obliged to comply with the provisions herein.

2. Prohibition of Active Corruption

2.1 General Prohibition

It is prohibited to offer, promise or grant, directly or indirectly, any domestic or foreign public official and/or any domestic or foreign employee or representative of companies any undue personal benefits (see 2.2 to 2.6).

Hence, corrupt practices by ENEXIO and its Employees as well as corrupt practices by third parties engaged by or on behalf of ENEXIO (e.g. agents, brokers, middlemen, consultants and advisors) or by partner companies in consortia and joint ventures are also prohibited (see Section 2.3 below).

These prohibitions apply in every country in which ENEXIO conducts business and to each Employee regardless of citizenship. These prohibitions apply even if corrupt practices are common in a particular country and are not considered unethical by the local business partners.



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2.2. “Facilitation Payments”

In some countries, payments to subordinate public officials aiming to accelerate processing by the authorities of operations to which a legitimate right exists (e.g., customs clearance of legally imported spare parts or auxiliaries/utilities needed for the acceptance of a plant after construction) are common. These so-called Facilitation Payments are in most cases illegal but might be permitted in certain circumstances by applicable law.

Without approval of the Chief Compliance Officer, ENEXIO Employees are only allowed to make Facilitation Payments if

- a) the Facilitation Payments are not generally prohibited according to the applicable jurisdiction;
- and
- b) such payment has been approved by the Company Compliance Manager;
- and
- c) the Company Compliance Manager has obtained prior written advice from the Legal Department or from an external qualified law firm confirming that such Facilitation Payment is permitted under the applicable law.

2.3 Relations with Service Providers

2.3.1 Examination and Classification of Service Providers

Bribery and corruption, or a suspicion thereof, may arise in connection with services rendered by third parties to ENEXIO; illicit money might be channeled through these persons/companies.

Therefore, it is mandatory for ENEXIO to assess each third party supposed to provide services to ENEXIO, with respect to its integrity and the possible risk of the third party engaging in non-compliant activities. To this end, services providers are divided into two categories: Category I and Category II. Category I Service Providers require thorough in-depth examination prior to any engagement while certain formal requirements also apply to Category II Service Providers.

2.3.1.1 Definition “Category I Service Provider”

Category I Service Provider is a third party who
is involved in



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- the selling or marketing of ENEXIO products or in the dealing with related claims; or
- in procurement or logistic activities of ENEXIO or in the dealing with related claims,

and who has or is likely to have contact to ENEXIO's customer(s), end-customer(s), supplier(s) or other business partners (including their directors, officers, employees and agents) within the framework of a specific project;

or

- receives a commission or any other form of remuneration that depends on whether, in whole or in part, ENEXIO obtains an order or saves expenses or receives due/overdue payments;

or

- has contact to public officials involved in the sales and marketing process of ENEXIO products or issuing any approvals or permits or other benefits to ENEXIO;

or

- is a co-member/partner of ENEXIO within a consortium or a joint-venture or any other form of co-operation if the purpose of the consortium is the sale, marketing, supply or installation of ENEXIO products or services.

A third party who meets any of the above descriptions is referred to as "Category I Service Provider" or, collectively, as "Category I Service Providers".

Typical Category I Service Providers are agents, brokers, middlemen, "finders", "door-openers" or other similar intermediates, whether commercial, technical or other.

2.3.1.2 Definition "Category II Service Provider"

Service providers who are not Category I Service Providers are referred to as "Category II Service Providers." Category II Service Providers typically render back office services that have no direct connection to the sales and marketing of ENEXIO products especially if not engaged in connection with a concrete envisaged bid, tender or sale.



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The following are typical Category II Service Providers (though in each case a factual assessment must be made as to whether they fall within the definition of a Category I Service Provider):

Auditors, tax advisors, legal services, HR and employment agencies, providers of IT services, facility managers, providers of translation services, general engineering services not related to a specific project.

2.3.1.3 “In case of Doubt” Rule

If it is not clear whether a service provider qualifies as Category I or II, the service provider shall always be deemed a Category I Service Provider and shall be subject to the requirements set out in Section 2.3.2 below without reservation.

2.3.2 Requirements for Category I Service Providers

2.3.2.1 Internal Due Diligence upon Category I Service Providers (Annex 1)

Prior to any engagement of a Category I Service Provider (i.e. prior to the conclusion of a contract or of the start of any activities), ENEXIO shall examine the prospective Category I Service Provider and the contemplated business relationship with a view to any potential risk of corruption, bribery and related offences (Internal Due Diligence). The Employee in charge shall produce a written report about the results from the Internal Due Diligence exercise by completing the template for Internal Due Diligence Reports about Category I Service Providers pursuant to **Annex 1** (Internal Due Diligence Report).

As an important part of the Internal Due Diligence, the Employee in charge or the Company Compliance Manager or a delegate of him/her shall visit the Category I Service Provider in its offices in order to determine that the service provider actually conducts its business and is not a letterbox company and that all statements made by the Category I Service Provider with respect to its Key Data pursuant to Section 1 of the Compliance Declaration (**Annex 2**) are true and correct. The visit must be documented by a written report.

For each Category I Service Provider the Internal Due Diligence Report must be filled in by the respective Employee in charge prior to the engagement and subsequently every third year of cooperation (not for each project, provided that the next project(s) fall(s) under the scope of the existing written agreement with such service provider and the circumstances of such new project do not give rise to suspicion [e.g. through extraordinarily high remuneration or other circumstances]). However, the obligation to document the services actually rendered through Activity Reports (see 2.3.2.8) must be complied with for each project.



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2.3.2.2 Prohibited Service Providers

A service provider must not be retained if the Internal Due Diligence reveals any of the items listed in Sec. 7 – Part A of the Internal Due Diligence Report (**Annex 1**) to be true (Prohibited Service Providers).

2.3.2.3 Service Providers subject to prior Approval of Chief Compliance Officer

Prior approval of the Chief Compliance Officer or a person designated by him/her is required if the Internal Due Diligence reveals any of the items listed in Sec. 8 – Part B of the Internal Due Diligence Report (**Annex 1**) to be true. Such service providers may only be retained upon prior approval by the Chief Compliance Officer. Such approval will only be given if it can be determined and documented that in the particular case the circumstances give no reason to suspect any form of corrupt practices, money laundering or other illegal behaviour via the service provider in question.

2.3.2.4 Criteria for Consortiums

In case the Category I Service Provider is a co-member/partner of ENEXIO within a consortium or a joint-venture or any other form of co-operation the Chief Compliance Officer approval will in particular only be given if ENEXIO has demonstrably used all reasonable efforts to ensure that the agreement governing the co-operation expressly provides that all provisions of this Anti-Corruption Policy (including any applicable documentation and approval requirements) shall apply to all relevant transactions of the co-operation and to each of the partners when engaging in services on behalf of the co-operation (e.g., the engagement of an agent by a consortium partner shall be subject to the review and approval process described herein).

2.3.2.5 Background Screening

Standard Background Screening: Each Category I Service Provider must be screened with a view to any potential illegal or suspicious practices prior to its engagement. Such screening must be carried out by a professional external expert approved by the Chief Compliance Officer. The Background Screening must be documented by a written report.

Extended Background Screening: In cases where the proposed commission will be $\geq 250,000$ € or equivalent value, an extended background screening must be conducted. The extended background screening shall focus on the service provider company, its owners and its operating and litigation history, on key management and decision makers, providing insight on their background, track records, competencies, potential conflicts of interest and political and criminal links.



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The Chief Compliance Officer publishes from time to time a list of approved Background Screening experts and posts it on the Intranet.

If the engagement of a Category I Service Provider is subject to Chief Compliance Officer Approval, the request for approval shall include the Background Screening report.

2.3.2.6 “Compliance Declaration” (Annex 2)

Before entering into a cooperation all Category I Service Providers must complete and sign the Compliance Declaration attached as **Annex 2** to this Anticorruption Policy.

Any deviations from the text provided for in the template must be coordinated with the Chief Compliance Officer beforehand.

2.3.2.7 Written Form of Service Provider Agreement

Any agreement with a service provider (this applies to Category I and Category II Service Providers) must be made in writing and be duly signed before the service provider starts acting for and/or on behalf of ENEXIO. The agreement must specify the service provider’s duties and remuneration. This means that the amount or percentage of the remuneration (e.g. commission) which the service provider shall receive must be clearly documented at the time of signing the agreement.

In addition, the written agreement must include the following enforceable provisions:

- qualification of the cooperation (e.g. exclusive, non-exclusive, territory-related, project-related);
- conditions/restrictions for the payment of the remuneration including a “pay when and if paid” clause;
- commitment of the service provider to strictly comply with the ENEXIO Global Code of Conduct and the Anti-Corruption Policy;
- forfeit of service provider’s claim to commissions in case of any negligent breach of any compliance rule;
- third-party audit right in case of any reasonable suspect of non-compliance;

When signing the service provider agreement, ENEXIO shall always be represented by two authorised persons (four-eye principle).



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The Legal Department will advise on the drafting of proper service provider agreements complying with the requirements set forth herein above.

2.3.2.8 Activity Reports

The Service Provider must provide appropriate documentation about any activities rendered by it under the agreement ("Activity Report"). The Activity Report shall include a statement of any services rendered by the Service Provider during the term of the agreement, specifying the kind of services and the spent time. The ENEXIO Employee in charge is obliged to check and verify each Activity Report in terms of completeness and correctness. The ENEXIO Employee in charge must, at any given point in time, be able to demonstrate the existence of all Activity Reports.

2.3.2.9 Company Compliance Manager

The Company Compliance Manager in charge shall perform a plausibility review of each arrangement with a Category I Service Provider as to whether its terms and conditions are in accordance with this Anticorruption Policy. The plausibility review will involve a determination that

- i) the extent of due diligence regarding the Category I Service Provider in hand is appropriate and sufficient to confirm that there is no suspicion that the service provider will engage in corrupt practices; and
- ii) based on the due diligence undertaken, there is no suspicion that the service provider will engage in corrupt practices.

Any arrangement approved by the Company Compliance Manager shall be subsequently subject to the approval of the company's management (CEO or CFO).

No commission payment shall be made unless also approved by the company's executive responsible for the financials (e.g. CFO); such approval may be based on the recommendation of the Company Compliance Manager.

The CCM Report to be submitted by the Company Compliance Manager pursuant to Sec. 6.1 of the Compliance Organisation Policy shall include an express statement of compliance with the afore mentioned obligations.

2.3.3 Documentation Duties for Category I and Category II Service Providers

Any involvement of Category I and Category II Service Providers shall be documented within the ENEXIO company as follows:



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- a) Prior to signing the service provider agreement (*applicable for Category I Service Providers*):
- a properly completed Internal Due Diligence Report in accordance with **Annex 1**, signed by the ENEXIO Employee in charge;
- and
- a properly completed Compliance Declaration pursuant to **Annex 2**, duly signed by the Service Provider, including all documents requested in **Annex 2**;
- and
- if applicable, approval of the Chief Compliance Officer or a person designated by him/her wherever such approval is required;
- b) Contract documents (*applicable for Category I and Category II Service Providers*):
- written contract (service provider agreement) including the specifications set forth in 2.3.2.7;
- c) Contract execution phase (*applicable for Category I and Category II Service Providers*):
- service provider's written Activity Reports and/or other written evidence of his activities, e.g. file notes by the respective ENEXIO Employee in charge, and other relevant documents.

Note: It is insufficient for the project execution file to contain only invoices without other proof of actual services performed.

Copies of the completed/signed Service Provider Contract, **Annex 1**, **Annex 2** and copies of any document required therein and/or received from the Service Provider must be provided to the Company Compliance Manager who shall properly keep the copies.

2.4 Payments to Customers, Employees or Representatives of other Companies

- 2.4.1 ENEXIO does not make unearned payments to employees or representatives of other companies, neither directly nor through service providers. Even if those payments should be common in some countries, they are illegal and not acceptable to ENEXIO.



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2.4.2 “Kick-backs” are illegal and prohibited. A “kick-back” is any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind provided, directly or indirectly, by an employee or intermediary, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a business arrangement or contract. Kick-backs are often disguised as payments to the customer or third parties, e.g. payments for fictitious warranty claims of the customer, which are actually made to personal accounts of employees.

In order to prevent any form of kick-backs or similar illegal transactions, any payments to customers require strict compliance with the conditions set out in **Annex 3**. This applies also in cases where ENEXIO has knowledge or a suspicion that a director, officer, employee, agent or representative of the customer might have a financial, ownership or other interest in the entity or person to whom payment is to be made.

2.4.3 Any agreements with customers (or any of its directors, officers, employees, agents or representatives) to over-price or over-invoice ENEXIO’s products or services in exchange for payment of all or a portion of such over-priced or over-invoiced amount to any person are prohibited.

2.4.4 Any payments to customers (and their directors, officers, employees, agents and representatives) must be documented in a way that will allow ENEXIO in case of an investigation to prove that the payments met the conditions set out in **Annex 3** and were legitimate payments, not “kick-backs”.

2.4.5 The duty to fill in **Annex 3** does not apply where: (i) credit notes are issued to the customer; or (ii) ENEXIO makes a wire transfer to the same account from which it received payments from the customer.

2.5 Personal Benefits (e.g. Hospitality, Gifts and other personal favours)

ENEXIO Employees must not give inappropriate personal benefits to any recipient. Personal Benefits include hospitality (e.g. invitations to restaurants, invitations to sports events, catering, covering of personal travel expenses), gifts and any other personal favour.

The rules for giving Personal Benefits are different depending on whether the recipient belongs to a private business or is a Public Official.



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2.5.1 Rules regarding Public Officials

2.5.1.1 The anticorruption laws of many countries are very strict with regard to domestic or foreign Public Officials (civil servants, elected officials, military personnel or other holders of public offices). Some countries (e.g. Germany) do not allow the granting of any personal favour even if the favours have only a small value and would be acceptable if they were granted to employees of a company.

Against that background, Employees of ENEXIO must be cautious when granting any kind of Personal Benefit to a Public Official.

Therefore, except as noted below, any kind of Personal Benefit to a Public Official is subject to prior approval of the Chief Compliance Officer. Such approval will only be given if the Public Official is legally allowed to accept the personal benefit.

2.5.1.2 Without approval of the Chief Compliance Officer ENEXIO Employees are only allowed to make modest invitations to working lunches and socially acceptable gifts with minimal financial value to Public Officials, always provided, however, that

d) the granting of Personal Benefits to Public Officials is not generally prohibited according to the applicable jurisdiction;

and

e) such Personal Benefit has been prior approved in writing by the Company Compliance Manager;

and

f) the Company Compliance Manager has obtained prior written advice from the Legal Department or from an external qualified law firm confirming that such Personal Benefit is permitted under the applicable law.

2.5.1.3 Any granted Personal Benefits to a Public Official as well as the written approval of the Company Compliance Manager and the legal opinion from the Legal Department or the external qualified law firm must be documented by the ENEXIO Employee in charge and must be reported annually by the Company Compliance Manager to the Chief Compliance Officer.

2.5.2 Rules regarding Recipients other than Public Officials

2.5.2.2 If the recipient of the Personal Benefit is an employee or a representative who is not a Public Official and not employed by a company in which a public authority holds shares or which is controlled by a public authority, ENEXIO Employees are allowed to grant appropriate Personal Benefits subject to the following conditions:

- a) Personal Benefits to employees or representatives of other companies may only be made if their total value and the circumstances of the case do not create the impression that the recipient is expected to act in a certain way because of the Personal Benefit. Whether or not this is the case depends on the specific circumstances, particularly on:
- the value of the Personal Benefit;
 - the frequency in which Personal Benefits are granted;
 - the position of the recipient within his company;
- and
- whether it is socially common or even necessary to grant the Personal Benefit (e.g. a bouquet of flowers at an invitation).
- b) Personal Benefits must never be granted secretly. Invitations or gifts should always be sent to the official business address of the recipient, not to a private address. Favours to spouses or relatives of employees or representatives of other companies may only be granted under exceptional circumstances. Cash or cash equivalents (e.g. vouchers) must never be given.
- c) Before granting Personal Benefits, it must be determined that the recipient can lawfully accept it. To this end, the Company Compliance Manager must clear the proposed granting of Personal Benefits in writing, confirming that such Personal Benefit is permitted under the applicable law. In case of doubt, the Company Compliance Manager shall obtain prior written advice from the Legal Department or from an external qualified law firm confirming that such Personal Benefit is permitted under the applicable law.

Note: Some countries or companies do not allow employees or representatives of companies to accept any invitations or gifts at all. Other countries or companies may impose monetary limits on the value of favours that may be received by employees or representatives of companies.

ENEXIO Employees giving Personal Benefits must adhere to applicable local tax law with regard to the taxation of Personal Benefits (e.g. for Germany: Sect. 37b of the German Income Tax Act).

2.5.3 Case of Doubt Rule

If at least one shareholder of the recipient's company is a public authority, a state-owned company or a similar entity controlled by a public body, the ENEXIO



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Employees must ask the Chief Compliance Officer whether to apply the rules in section 2.5.1 or those in 2.5.2.

2.6 Invitations to Production Site Visits/Reference Plant Visits/Trade Fairs; “80/20 Rule”

ENEXIO may invite customers to visit ENEXIO production sites or reference plants and to trade fairs and may pay in this context for appropriate travel and accommodation, as a rule of thumb one overnight stay.

However, each of the following conditions for each invitation must be met and documented:

- (1) there must be a reasonable business need for it;
and
- (2) the ENEXIO company organizes the visit (i.e. not the customer);
and
- (3) relatives and subordinate employees are excluded;
and
- (4) no advance payments will be made to the customer;
and
- (5) reimbursement to customers must be made only upon receipt of respective invoices;
and
- (6) the invitation is reasonable and otherwise appropriate in terms of the “80/20 Rule” (see below).

“80/20” Rule means the following: As a rule of thumb at least 80% of such trip in terms of time and expenses should be business related (tour through production shop, tour to ENEXIO stand at trade fair, workshops, product presentations, etc.), and an accompanying social program should not exceed 20% of the trip and must be conducted in accordance with section 2.5 (Personal Benefits).

3. Prohibition of Passive Corruption

Employees of ENEXIO may accept Personal Benefits (within the meaning of Sec. 2.5) only if there is no impression that they are expected to return the Personal Benefit, particularly if a business decision by such Employee of which could be relevant to the counterparty is foreseeable in the near future.

Whether or not this impression can arise depends on the specific circumstances, particularly on:

- the value of the Personal Benefit;
 - the frequency in which Personal Benefits are granted;
 - the position of the recipient within ENEXIO;
- and
- whether it is socially common or even necessary to accept the Personal Benefit (e.g., a Christmas present of small value from a business partner).

In particular, Employees of ENEXIO must not request or accept Personal Benefits from suppliers in return of the award of contracts or any other actions that are beneficial to the supplier (e.g. for not claiming damages from a supplier for defective products it had supplied to ENEXIO).

Personal Benefits must never be accepted secretly. Employees and officers of ENEXIO may not accept Personal Benefits which are sent to their private addresses or to their relatives or friends. Invitations for spouses and relatives can only be accepted under exceptional circumstances.

Cash or cash equivalents (e.g. vouchers) must never be accepted.

If you are in doubt about whether you can accept a Personal Benefit, contact your Company Compliance Manager or the Chief Compliance Officer for advice.

If you realize that someone is attempting to bribe you or other Employees at ENEXIO, you should immediately inform your Company Compliance Manager or the Chief Compliance Officer, because it is important for the compliance team to be aware of that threat to ENEXIO's integrity and reputation.

Local tax law with regard to the taxation of benefits (e.g. for Germany: Sect. 37b of the German Income Tax Act) has to be followed.

4. Anti-Money Laundering Rules

In numerous countries, certain financial transactions are subject to an obligation under anti-money laundering regulations to document and/or report information about the involved parties. This obligation not only applies to financial institutions but also potentially to ENEXIO companies when receiving physical cash payments or where the circumstances surrounding a payment raise a suspicion of money laundering. Violation of this obligation can result in serious criminal penalties for the involved persons and companies, including the management of the involved companies.

4.1 Modified Prohibition of the Acceptance of Physical Cash Payments

As a general rule, ENEXIO companies should not accept physical cash payments exceeding € 1,000 or equivalent value from its customers or third parties on behalf of its customers. Note that payments via bank wire transfer to a ENEXIO bank account or via check do not constitute a physical cash payment.

Exceptions from this rule require the prior written approval of the Chief Compliance Officer.

4.2 Customer Identification and Documentation in Exceptional Cases

ENEXIO Employees must adhere to the identification and documentation requirements in this Section 4.2 if the Chief Compliance Officer approved in writing the acceptance of physical cash (see Section 4.1), and /or facts raise a suspicion that the funds used to pay to the ENEXIO company are derived from a criminal source (e.g. money-laundering activities or financing of terrorism).

In these cases, the identification of the customer, and if the customer is purchasing from the ENEXIO company on behalf of a third party, the identification of any beneficial owner must be documented.

In case the above conditions apply and the customer and – if applicable – the beneficial owner is a natural person, the documentation of its name, place of birth, date of birth, nationality, current address and a copy of the ID card/passport of such natural person is required.

In case the above conditions apply and the customer and – if applicable – the beneficial owner is a legal entity, the ENEXIO Employee must document the name and legal form of its customer/beneficial owner, its registered place of business, the registration number with the commercial register (or similar register), the names of all managing directors or members of the Management Board of the customer/beneficial owner and a copy of the commercial register (or similar register). If a respective



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register does not exist at the place of the legal entity, the articles of association or a similar document on the founding of the legal entity must be obtained. If a legal entity is registered as a managing director or member of the executive board of the customer (or beneficial owner), all before mentioned documentation requirements apply to this legal entity as well.

In all cases of this section, the Chief Compliance Officer must immediately be informed by the ENEXIO Employee in charge. The Chief Compliance Officer will then decide if any additional action is required.

In all cases of this Section 4.2 the documentation must be archived in the respective project file for at least 5 (five) years starting with the end of the year in which the information was filed.

4.3 Modified Prohibition of Agreements with Public Officials

If the customer (or the beneficial owner) is a Public Official (civil servant, elected official, military personnel or other holder of a public office) or a relative of such a Public Official, stricter anti-money-laundering rules apply in many countries.

Therefore, entering into any agreement with a domestic or foreign Public Official or a relative of a Public Official is subject to prior written approval of the Chief Compliance Officer.

In all cases of this Section 4.3 the identification of the Public Official or the relative of the Public Official must be documented by the ENEXIO Employee as stated in section 4.2.

Additionally the source of the financial assets used by the Public Official for the payment to the ENEXIO company must be checked and documented. This documentation must be archived in the ENEXIO Employee's project or sales file.

In all cases of this section 4.3 the documentation must be archived in the respective project file for at least 5 (five) years starting with the end of the year in which the information was filed.

4.4 Suspicious Cases

Facts that could be identified as suspicious under anti-money laundering laws must be immediately reported by the ENEXIO Employee to the Chief Compliance Officer. The Chief Compliance Officer will then decide how to react to such suspicion.



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4.5 Local Anti-Money Laundering Law

The rules in this Section 4 are applicable in any country where ENEXIO is active. If the anti-money laundering regulations in a country are stricter than the rules in this section 4, the rules in this section are applicable in addition to the local law.

5. Management Responsibility and Monitoring

- 5.1 Within each ENEXIO operation, the company's management is responsible for ensuring compliance with this Anticorruption Policy within its area of responsibility.
- 5.2 The Management Board and the Shareholder Committee have compliance with this Anticorruption Policy monitored by Internal Audit within the scope of regular standard audits and by separate compliance audits. However, none of these measures relieves ENEXIO's Employees from their duties stipulated in this Anticorruption Policy.

6. Consequences of Violations

Any violation of this Anticorruption Policy which may also include contribution to the concealment of infringements can have consequences under labour law up to and including warning letters and, in case of severe violations, termination of employment for cause without notice and claims for damages. The foregoing applies also to the violation of the documentation requirements.

ENEXIO requires all its Employees to report immediately violations, even if the reporting Employees could have been involved in some wrongdoing.

7. Further Questions and Cases of Doubt

Most countries prohibit acts of corruption. Their laws usually follow the basic concepts and international conventions on which this Anticorruption Policy is based. However, the laws of some countries may even be stricter. In such cases, the stricter requirements must be followed. Likewise, if this Anticorruption Policy is stricter than applicable law, the Anticorruption Policy must be followed.

If you have questions which this Anticorruption Policy does not answer or if you are in doubt whether behaviour is legal, please contact the responsible Company Compliance Manager, the Chief Compliance Officer or the Legal Department.



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This Anticorruption Policy shall become effective on 16 December 2015 and replaces the previous version dated January 1, 2011.



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