



TECHNOPOLIS

**MOSCOW**

Technopolis Moscow Special Economic Zone Joint-Stock Company

---

## **ANTI-CORRUPTION POLICY**

### **TECHNOPOLIS MOSCOW SPECIAL ECONOMIC ZONE JOINT STOCK COMPANY**

#### **1. General Provisions**

1.1. Anti-Corruption Policy of Technopolis Moscow Special Economic Zone Joint-Stock Company is a company regulation, a set of interrelated principles, procedures and measures aimed at implementing effective and coordinated policy of preventing corruption in the operations of Technopolis Moscow Special Economic Zone Joint-Stock Company (hereinafter referred to as the Company).

1.2. This Anti-Corruption Policy is adopted to ensure a comprehensive approach to preventing corruption and calls for reporting cases of corruption offenses and risks of their occurrence, while guaranteeing the impartial consideration.

1.3. The Anti-Corruption Policy reflects adherence of the Company and its management to high ethical standards and principles of open and honest business conduct, as well as the Company's aspiration to improve its corporate culture and maintain its goodwill at a high level in the interests of the citizens, employees, shareholders and business partners.

1.4. Through the adoption of the Anti-Corruption Policy and strict zero-tolerance approach to corruption, the Company commits to comply with all generally accepted measures to prevent corruption, including the identification and further elimination of the root causes of corruption (corruption prevention).

1.5. The legal basis of this Anti-Corruption Policy, developed with due regard to the main provisions of the Company's Charter, is the Constitution of the Russian Federation, generally recognized principles and provisions of the international law, federal constitutional laws, federal laws and other regulations of the Russian Federation on combating corruption.

ANTI-CORRUPTION POLICY WAS APPROVED BY THE ORDER OF ZELENOGRAД SEZ JSC DATED 27.05.2022 NO. PR-190/22 (AS AMENDED BY THE TECHNOLIS MOSCOW SEZ JSC ORDER) DATED 20.10.2022 NO. 604/22

1.6. This Anti-Corruption Policy becomes effective upon its approval by the order of the Company's General Director and shall remain in force until a new Anti-Corruption Policy is approved.

1.7. This Anti-Corruption Policy shall only be approved by the order of the Company's General Director.

## **2. Terms and Definitions**

2. The terms used throughout the text of this Anti-Corruption Policy shall be defined as follows.

2.1. Corruption means abuse of official position, giving a bribe, receiving a bribe, abuse of authority, commercial bribery or other illegal use by a private individual of his/her official position against the legitimate interests of society and the state in order to obtain a gain in the form of money, valuables, other property or services of the material nature, other property rights for the private individual or for any third parties or illegal provision of such a gain to the said private individual by other private individuals. Committing the above acts on behalf of or in the interests of the legal entity also constitutes a case of corruption.

2.1.1. Corruption can take various forms and manifestations such as facilitation payments, gifts that constitute undue influence, kickbacks, corruption protectionism, extortion, embezzlement, misuse of confidential/insider information, various forms of fraud and abuse in procurement, contracting, acceptance of goods, works and services.

2.2. Prevention of corruption, including identification and further elimination of the root causes of corruption (corruption prevention means an activity aimed at introducing elements of the corporate culture, organizational structure, rules and procedures regulated by internal regulations to ensure prevention of the corruption offences.

2.3. Counterparty means any Russian or foreign legal entity or private individual contracted by the Company, except for the employment relationship.

2.4. Anti-corruption clause means a section of the Company's contract with a counterparty that is deemed to combat corruption.

2.5. Compliance control means ensuring compliance of the Company's activities with the requirements imposed by the legislation of the Russian Federation and other binding regulations, as well as creating mechanisms in the Company for reviewing, identifying and assessing the risks of corruption-prone areas of activity and ensuring comprehensive protection of the Company.

2.6. Corruption offense means an act that bears signs of corruption for which a law or a regulation provides for civil, legal, disciplinary, administrative or criminal liability.

2.7. Conflict of interest means a situation where the personal interest (direct or indirect) of the employee affects or may affect the proper and objective performance of his/her official (employment) duties.

2.7.1. Personal interest of the employee is the employee's interest related to the possibility of receiving a gain in the form of money, valuables, other property or services of property nature, other property and (or) non-property rights for the person or for the third parties in the discharge of the person's official (employment) duties.

### **3. Goals and Objectives**

3.1. The basic goals of the Anti-Corruption Policy are:

- a) Providing unified approaches to corruption prevention within the Company;
- b) Reinforcing the Company's goodwill at the right level;
- c) Mitigating risks of the Company's and employees' involvement in corruptive activities;
- d) Creating the most uncomfortable environment for exercising corruption;
- e) Developing zero tolerance to corruption in any form or manifestation among the Company's employees.

3.2. The main objectives of the Anti-Corruption Policy include:

- a) Prevention of corruption offenses;
- b) Explaining the main requirements of the applicable anti-corruption laws in Russia;
- c) Minimizing number of factors that may involve the Company's employees in corruption activities;
- d) Taking measures aimed at preventing and resolving conflicts of interest;
- e) Assessing corruption risks, developing and taking measures to minimize them;
- f) Implementing key anti-corruption standards and practices into the Company's operating procedures;
- g) Ensuring cooperation with the law enforcement and supervisory agencies their lawful activities on anti-corruption issues.

### **4. Scope of Application of the Anti-Corruption Policy and Personal Jurisdiction.**

4.1. All Company's employees, irrespective of the form of their employment, positions held, functions of the employment contract (hereinafter referred to as "employee"), are subject to this Anti-Corruption Policy.

4.2. Certain provisions of the Anti-Corruption Policy (anti-corruption clause) are incorporated into the civil law contracts concluded by the Company with the private individuals engaged in a certain work for the Company.

4.3. Please contact the employee responsible for the anti-corruption prevention at the Company in person or by e-mail to [nocorruption@technomoscow.ru](mailto:nocorruption@technomoscow.ru) if you have any questions regarding the application of the Anti-Corruption Policy or other issues related to corruption prevention.

### **5. Company's Anti-Corruption Policy Principles**

5.1. Corruption prevention system in the Company is based on the following key principles:

- a) Legality, i.e. compliance of the Anti-Corruption Policy with the applicable laws and generally accepted rules and regulations;
- b) Priority of corruption prevention measures, i.e. emphasis on identifying situations that may lead to corrupt practices and creating conditions for eliminating corruption-related factors;
- c) Zero tolerance of corruption in any forms and manifestations, i.e. establishing ethical standards and rules of business and anti-corruption conduct in the Company to enable employees perform their professional activities properly and fairly;
- d) Fairness and inevitability of legal liability, i.e. imposing sanctions only based on the findings of the fair examination of the misconduct, violation and (or) facts of non-compliance with anti-corruption standards of conduct (presumption of innocence);
- e) Openness of the business, i.e. making available information about the Company's activities unaffected by the legal protective restrictions regarding the state and (or) other secrets protected by law, other information, as well as making the counterparties, partners and the public aware of the Company's business standards;
- f) Expediency, integrity and transparency of the procurement procedures, i.e. ensuring legality and validity of the procurement at the stages of the arrangement, conduct, execution and performance of the contract (agreement);
- g) Regular monitoring and risk assessment, i.e. implementation of continuous compliance control and monitoring to understand what corruption offenses may be committed by employees.

## **6. Assignment of Corruption Prevention Functions within the Company**

6.1. The Company exercises anti-corruption co-ordination functions by appointing a dedicated HR division employee responsible for the corruption prevention in the Company (hereinafter referred to as the designated employee, specialist).

6.2. A person with higher professional education and a special corruption prevention training may be eligible to be designated as the person responsible for the corruption prevention arrangements within the Company.

6.3. The specialist's performance is made effective by using the following conditions:

- a) Clear definition of functions and powers in the designated employee's job description, this Anti-Corruption Policy and other Company regulations establishing anti-corruption rules and procedures;
- b) Due qualification and experience of the person responsible for the corruption prevention;
- c) Providing the specialist with the necessary resources and giving him/her the rights and powers sufficient to carry out anti-corruption activities;

d) Functional independence of the specialist from structural divisions and other employees of the Company.

6.4. A Commission for the Employee Conduct Compliance and Handling Conflicts of Interest shall be established to resolve issues related to business ethics, anti-corruption conduct, gift acceptance and conflict of interest resolution.

6.5. The Commission for the Employee Conduct Compliance and Handling Conflicts of Interest is an independent collegial body and it acts on the basis of the Regulations approved by the General Director of the Company.

6.6. Heads of the Company's structural divisions shall ensure compliance with the principles and requirements of this Anti-Corruption Policy, the Code of Business Conduct, and other Company regulations governing corruption prevention issues by the employees under their direct subordination.

6.7. General Director of the Company, Deputy General Director for Corporate Governance of the Company shall ensure overall implementation of the Anti-Corruption Policy and monitor the results of corruption prevention measures in the Company.

## **7. Anti-Corruption Policy Implementation**

7.1. In order to (effectively) implement the Anti-Corruption Policy and comply with its principles, the following measures are applied in the Company:

- a) Development of the Company regulations aimed at implementing corruption prevention measures and introducing special anti-corruption rules and procedures;
- b) Regular assessment of the Company's regulations to determine their relevance;
- c) Legal education of the Company's employees in terms of corruption prevention (briefings, trainings, seminars, questionnaires) and monitoring activities (testing);
- d) Placing up-to-date information in the special corruption prevention section of the Company's official website;
- e) Review of the processes and business operations that are most likely to result in the employee misconduct;
- f) Review of the Company's employees' exposure to corruption-related factors;
- g) Identifying and eliminating root causes and conditions conducive to potential conflict of interest;
- h) Identification of corruption offenses and conflict of interest situations;
- i) Determining ethical standards and rules of anti-corruption conduct within the Company;
- j) Creating a list of corruption-prone positions and a list of employees performing functions associated with a high risk of corruption;
- k) Minimizing corruption risks when procuring goods, works, and services for the Company;
- l) Incorporating anti-corruption clause into agreements (contracts);



- m) Enhancing selection, hiring, placement and promotion procedures to eliminate undue favoritism on the basis of kinship, friendship relations, hiring and promoting persons with inadequate qualifications;
- n) Monitoring compliance with restrictions regarding contracts of employment or civil law contracts for performance of work (provision of services) with a citizen who had occupied a position of the state or municipal service listed by the regulations of the Russian Federation, in accordance with the legislation of the Russian Federation;
- o) Arranging for the psychophysiological polygraph testing of employees holding positions and (or) performing functions that are considered particularly susceptible to corruption;
- p) Assisting public oversight and law enforcement authorities;
- q) Control over compliance by the Company, its employees with the rules and procedures stipulated by the Anti-Corruption Policy, Code of Ethics and Business Conduct and other local regulations establishing special rules and procedures to prevent corruption within the Company.

## **8. Prevention of Corruption among the Company Employees**

- 8.1. The scale and efficiency of the corruption prevention within the Company is ensured by anti-corruption standards of conduct being observed by all employees.
- 8.2. Employees performing functions and (or) occupying positions with a high corruption risk are subject to more anti-corruption standards, including filing a conflict of interest declaration.
- 8.3. When performing his/her employment duties, the employee is obliged to be guided by this Anti-Corruption Policy, the Code of Ethics and Business Conduct and other local regulations establishing anti-corruption rules and procedures.
- 8.4. Each employee is required to inform the HR division in the event of any change in his/her personal situation that may give rise to a conflict of interest.
- 8.5. The Company believes that committing corruption offenses is inadmissible, and does not plan to commit the above violations and involve the employee in their commission.
- 8.6. The employee shall bear criminal, administrative, civil and disciplinary liability for committing corruption offenses in accordance with the applicable legislation and the Company regulations.

## **9. Cooperation with Law Enforcement Agencies**

- 9.1. The Company shall exercise cooperation with law enforcement agencies based on the following principles:
  - a) The Company assumes a public obligation to report to the relevant law enforcement authorities on cases of corruption offenses of which the Company (employees of the Company) has become aware;

b) The Company shall refrain from applying any sanctions against its employees who have reported to law enforcement authorities any information about preparation or commission of the corruption offense that has become known to them.

9.2. Cooperation with the law enforcement agencies is carried out by:

a) Providing assistance to the authorized representatives of the law enforcement agencies during their inspections of the Company's activities on corruption prevention issues;

b) Providing assistance to the authorized representatives of the law enforcement agencies in carrying out measures to suppress or investigate corruption offenses.

## **10. Relationship with Partners and Contractors**

10.1. The Company strives to build its relations with the legal entities and private individuals in accordance with the anti-corruption principles, making all stakeholders aware of the Anti-Corruption Policy.

10.2. The Company regards anti-corruption compliance as an important factor in establishing contractual relations.

10.3. The likelihood of corruption and occurrence of the adverse effects in connection with the counterparty's activities are subject to examination and further reassessment of the relationship based on the findings.

10.4. The Company shall not promise, offer, give or receive, personally or through intermediaries, any improper gain or benefit to any director, officer or employee of another company for his or her act or omission to act in violation of the regulations.

10.5. The Company declares that gifts and tokens of business hospitality shall not be provided in exchange for improper preferences and (or) gains of the property or non-property nature.

10.6. The Company expresses its readiness to participate in events for the exchange of business experience in preventing corruption.

10.7. The Company proposes to include an anti-corruption clause in the contracts concluded by the Company, a recommended sample of which is provided in Appendix 1 hereto.

## **11. Collective Efforts and Publicity of Anti-Corruption Measures**

11.1. The Company shall publicly announce its Anti-Corruption Policy by ensuring that local regulations on corruption prevention are posted in a special "Combating Corruption" section on the Company's official website.

11.2. Employees and other persons may, confidentially and with no fear of punishment, freely point out possible shortcomings of anti-corruption measures applied by the Company and promptly report suspicious circumstances to the employee responsible for the corruption prevention within the Company, in person, by e-mail to [nocorruption@technomoscow.ru](mailto:nocorruption@technomoscow.ru), at the Company's mailing address, by telephone or in any other way, including anonymously.

Appendix 1  
to the Anti-corruption Policy.  
Recommended Sample

**Anti-Corruption Clause**

The Parties hereby confirm that they are aware of the requirements of the laws and regulations of the Russian Federation on anti-corruption (hereinafter referred to as the anti-corruption requirements).

The Parties shall ensure compliance with the anti-corruption requirements in the course of performance under the Contract dated \_\_\_\_\_, \_\_\_\_ (hereinafter referred to as the Contract) by their employees, representatives, affiliates and other contractors engaged by them to perform the Contract.

When fulfilling obligations thereunder, the Parties, their affiliates shall not corrupt the other Party and/or third parties, shall not pay, offer to pay or authorize payments of any funds or valuables directly or indirectly to any persons to influence the actions or decisions of such persons in order to obtain any unlawful gains or realize other unlawful goals.

The Party that became cognizant of the facts of violation of anti-corruption requirements in connection with the conclusion and performance of the Contract, shall notify the other Party thereof in writing within ( ) working days.

The Party that is reasonably suspecting receipt of proceeds in violation of anti-corruption requirements may request the other Party to provide documents and information necessary to verify such suspicions, except for the documents and information, access to which is restricted under the federal laws. The recipient Party shall provide a reasoned response to the request, as well as provide the requesting Party with the requested documents and information (or specify the grounds for refusal to provide them, as provided for by federal law) within ( ) working days upon receipt of the request, unless the Parties agree otherwise.

With proof of receipt of income in violation of the anti-corruption requirements, as well as if reasonable suspicions thereof are identified and if the other Party fails to fulfill its obligation to provide the requested documents and information, the requesting Party is entitled to unilaterally suspend fulfilment of its obligations under the Contract, including payment thereunder, until the Parties settle the dispute or resolve it in court. With evidence that a criminal or administrative offense of corruption has been committed or if losses have been caused to the Party due to violations of the anti-corruption requirements, the said Party shall be entitled to unilaterally terminate the Contract.

The Party that breached the anti-corruption requirements and (or) the terms of this anti-corruption clause shall compensate the other Party for the losses incurred thereby. The loss compensation procedure shall be as determined by the legislation of the Russian Federation and this Contract.