



Anti-Bribery & Corruption Policy

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1. Purpose

Galileo ("we"; "us") recognizes that the commission of acts of Bribery can seriously damage the reputation of Galileo as a group and may result in civil and criminal liability for Galileo and the individuals involved.

Therefore, Galileo has a zero-tolerance policy towards Bribery and Corruption and expects all its administrative and control bodies, officers, employees as well as any third party who permanently collaborates with Galileo pursuing Galileo's interest (the "**Recipients**") to adopt the highest standards of conduct as set forth in this Policy and the Code of Ethics.

This Policy sets out the rules applicable to Galileo about the prevention of Bribery and Corruption. It is intended to supplement and not replace any national or regional law or regulation. Where local laws or regulations impose more stringent requirements, these must be complied with.

This Policy is intended to provide general guidance but cannot anticipate every situation that may arise. In case of any doubts or questions, the Group Compliance Manager or the General Counsel should be contacted.

2. Scope

This Policy applies to the Galileo Green Energy Group which comprises Galileo Green Energy GmbH and all its wholly owned subsidiaries. This Policy applies to all of us, as Galileo's people, wherever we operate and in all our dealings with or on behalf of Galileo.

Galileo expects that its non-wholly owned subsidiaries should have in place an appropriate anti-Bribery and Corruption strategy and underlying policies, procedures, and controls to provide comfort from a compliance perspective and align with Galileo's standards.

However, responsibility for implementing the appropriate anti-Bribery and Corruption strategy and underlying policies rests with the management or the legal department of each entity (where present).

Galileo's Legal and Compliance Department will support and influence the implementation and operation of such policies to the maximum extent possible, considering the other shareholder(s) requirements as relevant on an entity-by-entity basis.

The implementation of an appropriate anti-Bribery and Corruption strategy can be subject to audit by Galileo.

3. Definitions

In this Policy, the following words and phrases have the following meanings:

- **Bribery** means any Item of Value offered, promised, or solicited to obtain or retain business, gain a business advantage, or influence a decision affecting Galileo.
- **Business Partner** means any third party (legal entity or individual) that acts on behalf of Galileo, for Galileo's interest or jointly with Galileo in the development, construction or operation of the projects.
- **Corruption** means the offer, delivery, solicitation and/or receipt, either directly or

indirectly, of an undue monetary advantage or other advantage, to or from another person, so that or because of the latter, in breach of his or her duties:

- acts or refrains from acting or has acted or refrained from acting
- abuses his or her actual or presumed influence or has abused his or her actual or presumed influence
- for the purpose of obtaining or retaining business or any other inappropriate or improper advantage within the scope of activities performed.

- **Facilitation Payment** means unofficial payments of small sums of money paid to expedite or obtain the performance of routine administrative procedures (e.g., making a small payment to a Public Official to expedite an administrative act).
- **Gift** means any gratuity, gratification, gift, or advantage offered, promised, given, or received, without any direct or indirect consideration.
- **Invitation** means any form of social event, entertainment, meal, travel or stay, or an invitation to a sporting, cultural or similar event.
- **Item of Value** means anything that has a monetary value including, without limitation, cash or cash equivalents (bank check, money order, bearer bonds, gift certificates, etc.), charitable donations, sponsorships, political party funding, gifts, meals, travel expenses, entertainment, etc. It can also include items which are not commonly perceived as having monetary value such as a loan, a job offer to a relative, free tickets to attend events and discounts on products.
- **Law** means the anti-corruption regulations and laws applicable in the countries where Galileo operates.
- **Political Contribution** means any form of contribution, direct or indirect, to political parties, movements, committees, political organizations and trade unions, including their representatives and candidates.
- **Public Official** means any officer, official or employee of a government, government-controlled entity, domestic or foreign judicial authority or public international body, or any person acting in an official capacity, or a political party or member thereof, or a candidate for political office.
- **Third Parties** means customers, consultants, suppliers, partners, contractors, advisors, distributors, agents, contractors, or any other external person working for or on behalf of Galileo, and all other third parties with whom Galileo enters business relationships.

4. **Commitments**

The provision of an advantage for Bribery and Corruption purposes may take various forms: it may consist, by way of example and not limited to, of a monetary payment, a gift or hospitality, a donation or sponsorship, or an investment or work opportunity, the sharing of confidential information, or the granting of discounts or personal credits.

It is not acceptable to:

- Authorize, offer, promise or give, directly or indirectly, a Bribe or an Item of Value, as well as a Facilitation Payment to anyone for the purpose of obtaining or retaining a bargain or undue advantage or to influence a decision.
- Solicit or accept a Bribe or an Item of Value from a private body or entity, Third Parties or Public Official for the purpose of obtaining or retaining a business or undue advantage or influencing a decision.

- Induce a Public Official or private person to perform improperly any function of a public nature or any activity connected with a business or reward them for such improper performance.
- In any case, violate applicable Laws.
- Make: (i) cash payments; (ii) payments to a Third Party other than the one who provided the services; (iii) payments to a bank account located in a country other than the one where the Third Party is established.

Galileo's executive management team is responsible for promoting the Anti-Bribery & Corruption Policy and each manager is responsible for ensuring that his/her team complies with it, disseminating its principles, and taking measures to prevent, identify and report potential violations.

Galileo is aware that practices change by country and region and what may be normal and acceptable in one region may not be so in another. Accordingly, Recipients and Third Parties should never offer and/or accept an Item of Value under circumstances that may be perceived as inappropriate.

To identify potential Corruption situation, Recipients and Third Parties are encouraged to review **Appendix 1** of this Policy which outlines certain so-called "**warning signs**".

5. Relationships with Public Administrations and Public Officials

Interactions with Public Officials shall be conducted in accordance with the following principles:

- Galileo has a zero-tolerance policy towards Bribery and Corruption, as set out in the Code of Ethics, this Policy and the Financial Crime Prevention Policy. Galileo expects all Recipients and Third Parties to adopt the highest standards of conduct as set forth in the Code of Ethics.
- Payments or other benefits (including Bribes, gifts and anything of value) intended to influence Public Officials are not permitted.
- Only authorized persons may interact with Public Officials.
- Meetings with Public Officials must be attended by at least two people and should be documented and traceable. In addition, meetings which involve important operational decisions, aimed at addressing strategic, regulatory, or governance-critical matters as well as any meeting outside the ordinary course of business (e.g., meetings to discuss compensation measures and other extraordinary topics) should be documented using the "**Meeting with Public Official Report**" (**Appendix 2**). The Meeting Report should be timely emailed to the Group Compliance Manager at the following e-mail address compliance@galileo.energy.
- During inspections by Public Officials, Recipients must cooperate and be transparent; a written report will be formalized at the end of the inspection. Where possible, at least two people should be present during the inspection.
- All documents submitted to Public Officials must be verified and signed by authorized employees.
- Lunches, dinners and any other form of entertainment with a Public Official are strongly discouraged. However, should this occur, the presence of the official must be documented on the expense claim form with the relevant information and clear and reasonable justification.

Regarding interactions with Public Officials, the following areas should be considered as they may present risks to Galileo, including when Third Parties act on behalf of Galileo or are otherwise perceived to be associated with Galileo:

- Dealings with members of the central or local government council, agency, authority and planning officers.
- Dealings with local community representatives.
- Dealing with grid connection providers.
- Dealings with government departments and regulatory authorities involved in managing renewable certificates / incentives etc.
- Dealing with municipalities or other public parties.

6. Relationships with Third Parties

Any act of corruption, whether committed directly by Galileo or through a Third Party, may result in liability for both Galileo and the individuals involved.

When engaging with a Third Party, Recipients must ensure that:

- The Third Party has the necessary skills and experience.
- The Third Party has a good reputation, especially in terms of integrity, and is not subject to economic sanctions through a background check with the support of the Group Compliance Manager.
- The services and goods provided, in addition to the financial terms, are tailored to the market and the sector.
- The relationship is formalized by a written contract which accurately describes the services to be performed.
- The contract provides sufficient contractual protection regarding the Third Party's compliance with the principles set forth in the Code of Ethics and this Policy.
- The services are performed by the Third Party; and
- The provision of such services or goods is duly documented.

Third Parties must be informed about these rules and principles from the establishment of the business relationship and appropriately thereafter.

7. Relationships with Business Partners

Galileo expects all its Business Partners (including partners under joint venture agreements, joint development agreements or similar contracts) to comply with applicable Laws. We never authorize Business Partners to engage in Bribery or Corruption on our behalf or to our interest. We take care to know who our Business Partners are by implementing our risk-based third party due-diligence program. To manage our Bribery and Corruption exposure associated with our Business Partners, we implement a range of controls and processes including screening, reporting and monitoring, using a risk-based approach.

In addition to the principles set forth above for interactions with Third Parties, whenever a Business Partner is involved, the following principles shall also apply:

- Prior to entering any arrangement with a Business Partner, an appropriate background check must be performed and, when deemed necessary, additional reputational due diligence; it is recommended to pay specific attention to reputational aspects as well as potential conflict of interest.

- Any contract must include compliance clauses and provisions to ensure the Business Partner's commitment to comply with applicable anti-corruption laws, the principles set forth in Galileo's Code of Ethics and this Policy.
- Any contract must provide for Galileo's right to terminate the relationship in the event of breach of the above.

8. Recruitment process and relationships with employees

The executive management team of Galileo must ensure compliance with this Policy and with all local laws and regulations relating to human resources management:

- Decisions regarding the selection of personnel, career advancement and compensation increases on objective parameters.
- The hiring process includes checks to determine whether the candidate has any conflicts of interest, and/or any past criminal convictions, or pending ethical investigations based on the publicly available information. All background checks shall be conducted in accordance with applicable local laws and regulations.
- Employment contracts must have clear terms and conditions and include reference to Galileo's Code of Ethics and Galileo's Policies.
- Each new employee must receive and acknowledge this Policy and agree to act in accordance with the provisions of this Policy and Galileo's Code of Ethics.

9. Gifts and Invitations

Galileo authorizes Gifts and Invitations to or from Third Parties in accordance with this Policy.

Gifts and Invitations may result in a conflict of interest and/or represent a form of Corruption based on, *inter alia*, the position of the person offering or receiving the Gift/Invitation, their intentions, the frequency of the Gift/Invitation, the value or the importance of the Gift/Invitation and the context in which such Gifts/Invitations are made.

We only give or accept Gifts and Invitations that are:

- In good faith, occasional, reasonable and appropriate.
- A normal business courtesy.
- Transparent.

We don't give or accept Gifts and Invitations:

- With the intent or prospect of influencing decision-making or other conduct.
- With the intent obtaining any improper or undue advantage.
- Which are reasonably capable of being regarded in any way as a Bribe.
- In the form of cash, which includes prepaid cards or gift cards which can be redeemed for cash.
- In favor of/from Public Officials.

Only Gifts or Invitations of moderate or symbolic value (such as low-value items with the company logo, perishable gifts, shareable items, or low-cost bottles of wine) are permitted, provided they comply with specific local laws and, in any case, that the value does not exceed 200 EUR (or the local equivalent).

Galileo's people may host or attend business Invitations such as meals and events, subject to the limits set out above for the Gift and Invitations that have a valid business purpose, provided that

they are not so frequent or extravagant as to raise any question of impropriety. Entertainment events have a valid business purpose when they provide an opportunity to discuss meaningful Galileo's business or legitimate business topics. Galileo's people should host/attend events at venues that are business appropriate.

Gifts and Invitations exceeding 200 EUR (or the local equivalent) should be avoided whenever possible. In any case, they must be disclosed for recording through the Gifts and Invitations Form (**Appendix 3**) and pre-approved by the Group Compliance Manager before being offered or accepted.

The Form should be timely emailed to the Group Compliance Manager at the following e-mail address compliance@galileo.energy.

In any case, any offer for a Gift or Invitation that a Recipient is uncomfortable with, regardless of its value, it should be promptly communicated to the Group Compliance Manager.

Gifts and Invitations exceeding the above threshold are recorded by the Group Compliance Manager, who is responsible for maintaining the Gifts and Invitations Register.

10. Political Contributions

Recipients are prohibited from making contributions (directly or indirectly) for the purpose of supporting a political objective (e.g., using Galileo funds to support the campaign of a particular political party or political candidate).

11. "Pressure groups"

Lobbyists, representing specific interests, contribute to the public/private dialogue. However, due to the nature of their activities and interactions, they are likely to be exposed to higher Corruption risks.

To ensure transparency and mitigate risks, Recipients interacting with lobbyists must inform the Legal and Compliance Department and carefully evaluate the nature of the services offered by the lobbyist, request confirmation of the legality of the services offered by the lobbyist and assess the justifications provided by the lobbyist, evaluate the lobbyist's experience and the proposed method of remuneration.

Based on applicable local law, Recipients may be required to verify that interest representatives or lobbyists are registered as such with the authorities (e.g., transparency register maintained by the European Union authorities or any national/local authorities).

12. Donations to a non-profit organization or institution and sponsorships

Donations to non-profit organizations or institutions and sponsorships are permitted but are strictly monitored by Galileo. Galileo considers such "donations" Items of Value donated in the name of Galileo, made without expectation or acceptance of any undue benefit in return and in accordance with the Law.

Donations and sponsorships are authorized and can be performed only if:

- They are not made for the purpose of obtaining an improper advantage or influencing a decision.
- Galileo does not receive, and there is no suspicion that it will receive any material or non-material consideration in return.

- They are made in a transparent manner.
- The organization is reputable (e.g., registered with the authorities of the country in which it operates, known to the tax authorities and has a good reputation and past experience).

Such donations and sponsorships are prohibited if they are made:

- In favor of individuals.
- At the request of a Public Official.
- In cash or to private bank accounts.

In all cases, any donation and sponsorship must meet the following minimum standards:

- It must be reviewed by the Group Compliance Manager to verify the legality of the initiative under applicable Laws.
- Approval of the donation must be subject to a due diligence review of the information available on the potential recipient of the donation.
- Must be in writing and include standard terms and conditions.
- Must be made only to entities that are well known, reliable and have an excellent reputation for honesty and proper business practices.

13. Facilitation Payments

It is prohibited to make or agree to make a Facilitation Payment on behalf of Galileo or to engage in conducts that may suggest that such payment will be made or accepted.

Facilitation Payments should be distinguished from payments related to official "fast track" procedures that allow an administrative procedure to be expedited and that are authorized by local Laws in the relevant jurisdictions.

In most cases, the examples set out under **Appendix 1** will help identifying a Facilitation Payment. However, in the exceptional case where the Recipient or one of his/her relatives is physically threatened, the payment may be authorized. In such circumstances, the Recipient should immediately inform the General Counsel or the Group Compliance Manager.

14. Mergers and acquisitions

When considering entering a merger or acquisition, we conduct risk-based due diligence to understand any Bribery and Corruption risks associated with the transaction and take steps to address any identified issues. Where we acquire the right to operate a business, we implement this Policy, the associated procedures and controls.

15. Documentation Retention

Galileo is required to maintain accurate and complete accounting and financial books and records that reflect the transactions made and the business reason for payments made to Third Parties. Galileo also implements appropriate internal controls. The accounting and financial books and records of Galileo must not be used for the purpose of concealing acts of Corruption. Accordingly, all payments must be properly documented and comply with internal accounting procedures.

Recipients must submit all expenses related to Invitations, Gifts or payments to Third Parties in accordance with Galileo's internal rules on expenses and they must indicate the reason for the

disbursement.

All accounts, invoices and any other documents relating to dealings with Third Parties must be prepared with extreme accuracy and completeness. Accounts must not be kept "off the books."

16. Roles and Responsibilities

The Group Compliance Manager are responsible for: a) implementing the Policy and ensuring that it is operating effectively, b) reviewing the Policy on at least a biannual basis, and c) providing overall oversight in relation to the anti-Bribery and Corruption risks.

17. Training

Galileo's employees must be informed about applicable Laws on anti-Bribery and Corruption and the importance of compliance with such laws and with this Policy. To this end, training and periodic updates on anti-Bribery and Corruption are mandatory for all Galileo employees. Participation in training and periodic updates constitute for Galileo employees a correct fulfilment of their labor contractual obligation.

18. Raising Concerns

We are each responsible for ensuring that we meet our commitments. Galileo expects Recipients and Third Parties to speak openly and requires them to report any concerns regarding breaches of this Policy. Galileo takes concerns seriously and handles them promptly. These concerns must be raised via the following reporting channels.

- **Web Platform:** <https://galileoenergy.integrityline.com/>
- **In-person meeting:** Galileo's whistleblowing committee is available to meet with the whistleblower, upon request via IT channels or e-mail (compliance@galileo.energy)
- **E-mail:** compliance@galileo.energy

Galileo has zero tolerance for retaliation against anyone who speaks out about conduct they believe is unethical, illegal or not in line with our policies. There will not be any adverse consequences for anyone who raises a concern as long as they have not knowingly made a false report.

19. Consequences

This policy supports the values of our Code of Ethics and reflects what is important to Galileo. We take breaches of our Policy seriously. For Galileo's employees, any breach of the principles or provisions outlined in the Policy is regarded as a violation of essential employment obligations and may be considered a disciplinary offense. Such violations may lead to legal repercussions, including consequences that impact on the employment relationship based on a principle of proportionality, as well as compensation for any damage incurred due to the infraction.

Appendix 1

Potential Risk Scenarios: Warning Signs

This document provides a list of possible warning signs that may raise concerns under applicable Laws. This list is not exhaustive and is provided for illustrative purposes only.

In case any of the below warning signs is detected, the General Counsel or the Group Compliance Manager should be promptly informed.

- A Recipient is aware that a Third Party is involved in or has been accused of participating in dubious business practices;
- A Recipient knows that a Third Party has a reputation for paying Bribes or demanding the payment of Bribes on his or her behalf or is known for having "special relationships" with Public Officials;
- A Third Party insists on receiving payment of a commission or honorarium before committing to sign a contract with Galileo or to perform a public function or process for Galileo;
- A Third Party requests payment in cash and/or refuses to sign a formal agreement regarding the payment of a commission or fee, or refuses to provide an invoice or receipt corresponding to the payment made;
- A Third Party requests to make the payment in favor of another Third Party;
- A Third Party requests unexpected additional fees or commissions to "facilitate" a service;
- A Third Party asks for excessive entertainment or gratuity before starting or during contract negotiations or to provide a service. A Third Party asks for entertainment or gratuity that is excessive in economic terms before initiating or in the course of contract negotiations or providing a service;
- A Third Party requests that a payment be made for the purpose of "turning a blind eye" to potential violations of the Law;
- A Third Party asks Galileo to offer a job or any other advantage to a friend or relative;
- A Recipient receives an invoice from a Third Party that appears non-standard or personalized;
- A Third Party insists on the use of "out-of-contract" letters ("side letters") or refuses to formalize agreed terms and conditions in writing;
- A Recipient observes that Galileo has been billed a commission or fee that appears high in relation to the service provided;
- A Third Party requests or demands the use of a representative, intermediary, consultant, distributor, or supplier that Galileo does not know or does not routinely work with; and
- A Third Party offers or proposes an unusual generous Gift or particularly luxurious Invitation to a Recipient.

Appendix 2

Meeting with Public Official: Meeting Report

Name	
Role	
Date/Time	

Date of the meeting	
Time of the meeting	
Location	
Project	
Attendees:	
Your Name	(Position, Company)
Public Official's Name	(Position, Organization)
Other Attendees	(Position, Company/Organization)
Meeting details:	
Purpose of Meeting	(Briefly describe the purpose)
Key Discussion Points	<ul style="list-style-type: none"> • Topic 1: [Summary of discussion] • Topic 2: [Summary of discussion] • Topic 3: [Summary of discussion]
Outcomes	(Describe agreements or follow-up actions)
Additional Notes	(Relevant observations or context)
Signature	

Appendix 3

Gifts and Invitations Form

Name	
Role	
Date/Time	

Description of the Gift/Invitation (e.g. Wine Bottle, Gift Voucher, Invite to Event, etc.)	Estimated Value (e.g., currency and amount, e.g. 200 EUR)	Reason for the Gift: (e.g., Business Meeting, Holiday, Thank You Gesture)	Date Received: (DD/MM/YYYY)	Received From: Name of Giver: (Full Name of the Person or Company/Relationship with the giver)	Additional Notes

Declaration

- Have you previously received Gifts/Invitation from this individual or organization in the last 12 months?

Yes

No

If yes, please provide details: [Brief Description and Date]

- Do you believe accepting this Gift/Invitation could create a conflict of interest or the appearance of impropriety?

Yes

No

If yes, please provide details: [Explanation]

Approval by Group Compliance Manager (if needed)

Group Compliance Manager decision	
Approval	
Date	
Signature	

Authority to Approve	Board of Directors
Policy Owner	General Counsel
Author	Group Compliance Manager
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