

Anti-Corruption Policy Embracer Group

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This policy applies to all companies and employees in the Embracer Group. The statement also applies to any individual or entity when acting for or on behalf of the Embracer Group, including but not limited to all representatives, agents, subcontractors and other intermediates.

If you have any questions about this policy, please contact:
Embracer Group General Counsel

Anti- Corruption Policy Embracer Group

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1. Revision history

Date	Version	Description	Author
2019-09-17	1.0	Adopted by the Board of Directors	Embracer General Counsel
2020-09-16	2.0	Adopted by the Board of Directors	Embracer General Counsel

2. Anti-Corruption Policy Statement

This internal policy applies to Embracer Group AB ("**Embracer Group**") and all companies, employees and consultants within the Group. The statement also applies to any individual or entity when acting for or on behalf of the Embracer Group, including but not limited to all representatives, agents, subcontractors and other intermediates ("**Third Parties**")

This policy outlines acceptable and non-acceptable behaviors to ensure compliance with anti-bribery laws. Bribery includes facilitation or "grease" payments paid to secure, facilitate or speed-up routine or non-discretionary government actions. It is our policy always to avoid facilitation payments and to conduct our business in such a manner as to maintain honesty and oppose fraud and corruption. This includes compliance with all laws, domestic and foreign, prohibiting improper payments, gifts or inducement of any kind to and received from any person, including both the private and public sector, customers and suppliers.

The Embracer Group is committed to preventing and prohibiting corruption in all its forms, including extortion and bribery. The Embracer Group will not tolerate any form of bribery by, or of, its employees or Third Parties acting on its behalf.

Bribery is offering, giving, receiving, or soliciting of any item of value to influence the actions of a person in order to obtain or retain business or an advantage in the conduct of business; or to induce or reward improper conduct. "Kickback" is another term for bribery.

Bribe includes, but is not limited to:

- Cash
- Gifts
- Hospitality (such as expensive meals, hotel, tickets to sporting or cultural events)
- Travel and accommodation costs
- Political contributions
- Charitable donations
- Free use of company services, facilities or property
- Favors that are of value to the recipient (e.g. offering a job to a member of a public official's family)

Bribery can arise in both the public and the private sector. It can take place directly or indirectly e.g. through an agent or business partner. It can take many forms and can be difficult to distinguish from legitimate business. If in doubt whether a payment constitutes a bribe, you must consult your superior or local manager or person responsible for compliance in the operative Group or Group CEO or CFO.

This policy will be reviewed annually and revised if needed. CEO of Embracer Group AB is responsible for updating this policy and the publication of the up-to-date version, after approval by the board.

3. Purpose of this Policy

The purpose of this policy is to set common standards for all Embracer Group business regarding compliance with our zero tolerance policy towards any form of bribery and corruption, and in compliance with local laws of the countries where the Embracer Group operates.

3.1 What is prohibited?

The Embracer Group prohibits its employees or Third Party employees from offering, promising, giving, soliciting or accepting any bribe.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors, sub-contractors, agents, sub-agents, sponsors or sub-sponsors, joint venture partners, advisors, customers, suppliers or other third parties.

The Embracer Group depends on its employees and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Employees and associated persons are requested to assist the Embracer Group and to remain vigilant in preventing, detecting and reporting bribery.

Conflict of interest is further described in [Appendix 1](#) and in the Embracer Policy for Related Party Transactions.

4. Facilitation Payments

Facility payments are defined as small unofficial payments made in order to secure or speed up the performance of routine administrative tasks, which they are legally obliged to perform without such payments. However, this definition of facilitation payments does not include fees paid in order to expedite or fast track a service in accordance with an official published price list.

The Embracer Group has a zero policy against facilitation payments unless there is an extraordinary reason for such payment and it is in accordance with law.

5. Gifts and Hospitality

Gifts and hospitality are often areas where the "grey zone" between what is acceptable and what is considered bribe is difficult to define.

In relation to all contact with customers, agents and counterparties and in all other business relationships, employees must not seek, accept, promise or offer (and must take care not to suggest, imply or create the appearance of seeking, accepting, promising or offering) any improper benefit or advantage in exchange for the furnishing or receipt of any financial benefit or other advantage. Employees should take particular account of whether the hospitality (invitations to sporting, entertainment or similar events, expensive meals) or gift (anything of value, such as merchandise, free goods, wine or spirits) could be seen as lavish or excessive and the context in which the hospitality or gift is being offered or accepted.

5.1 Gifts, Hospitality etc. to Government Officials

Specific rules apply in relation to gifts, hospitality and other payments involving Government Officials. "Government Official" means any officer, employee, representative or any other person acting in an official capacity on behalf of a government or any department, agency, or body thereof. This includes employees of private companies that are state-owned or controlled.

Employees (and, when acting on behalf of the Embracer Group, Third Parties) must not pay, offer, or promise to provide or arrange, or authorize the payment or provision of, directly or

indirectly through any other person or firm, anything of value to a Government Official without prior approval by its Group CEO.

5.2 Acceptable or unacceptable payments?

How do you know if an offered gift, entertainment or hospitality by the Embracer Group or to the Embracer Group is acceptable? First, take a step back and ask yourself the following questions:

- What is the intent? Is it to build a relationship or is it something else, e.g., intended to persuade you to agree to terms that you ordinarily would not accept?
- How would it look if these details were on the front of a newspaper?
- What if the situation was reversed - would there be a double standard?
- Is the intent of the gift to persuade a Third Party to give you or the Embracer Group a benefit, which would not have been given if you had refrained from giving the gift or benefit?

If you find it difficult to provide answer to one of the above questions, then you must ask your superior or local manager.

Example of acceptable payment:

Paying for and providing lunch to a customer (not exceeding what is regarded as admissible in the specific country and under the specific circumstances) in order to develop the business relationship and promoting our brand.

Examples of **not** acceptable payments:

- Paying a government official to speed up the process for issuing a license or permit that the company is entitled to because it has met all requirements
- Paying to governmental harbor master to get an earlier berth in order to have the vessel working faster than competition
- Paying to immigration officer to obtain visa although no documents have been presented

6. Raising a Concern

The Embracer Group will investigate fully any instances of alleged or suspected bribery. The Embracer Group is committed to ensuring that all of us have a safe, reliable, and confidential way of reporting any suspicious activity.

We all have a responsibility to help detect, prevent and report instances of bribery and corruption. If you have a concern regarding a suspected instance of bribery or corruption, please speak up – your information and assistance will help.

If you find yourself in doubt or in a dilemma, you can also contact Embracer's General Counsel or send you email to compliance@embracer.com

Embracer Group AB, General Counsel,

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If the concerns are of a sensitive nature or a serious deviation from this policy we encourage our employees to report through your designated whistleblowing channel. For more information and to use the whistleblowing channels, visit our website www.embracer.com.

In the event that an incident of bribery, corruption, or wrongdoing is reported, we will act as soon as possible to evaluate the situation.

Staff who refuse to accept or offer a bribe or those who raise concerns or report wrongdoing can understandably be worried about repercussions. The Embracer Group encourage openness and will support anyone who raises a genuine concern in good faith under this policy, even if they turn out to be mistaken.

Embracer Group is committed to ensure that nobody suffers detrimental treatment through refusing to take part in bribery or corruption, or because of reporting a concern in good faith.

If you have any questions about these procedures, please contact your local manager or the Group CEO.

7. Auditing and Monitoring

The Legal, Compliance and Governance department will periodically audit and monitor compliance with this policy. Personnel may be required to execute periodic certifications as to compliance with this, as well as attend, and successfully complete, training related to the topics covered by this policy.

8. Violations of this Policy

Failure to comply with this Policy may result in disciplinary action by Embracer consistent with applicable laws, up to and including dismissal, depending on the facts and circumstances.

9. Appendices and Related documents

Appendix 1: Conflict of Interest

Related documents:

Embracer Code of Conduct

Appendix 1 – Conflict of Interest

This internal appendix applies to all companies and employees in the Embracer Group (the “**Company**”) determining obligatory rules for employees of the Company in regard to conflicts of Interest. The appendix also applies to any individual or entity when acting for or on behalf of the Embracer Group, including but not limited to all representatives, agents, subcontractors and other intermediates.

1.1 Terms and Definitions

“**Affiliated Persons**” means persons who are an Employee's nearest blood relatives or relatives by marriage (including parents, spouse, children, brothers, sisters, adopted parents and adopted children, grandmothers, grandfathers, and grandchildren), individuals and organizations with whom/which the Employee and/or persons who are its nearest blood relatives or relatives by marriage, are linked by property, corporate and other close (including family, friendly, etc.) relations.

“**Personal Gain**” - cash, valuables, gifts, other property and property rights, offers, promises to provide something and / or permission to provide something, services, financial or other profit received by an Employee.

“**Personal Interest**” means an opportunity for an Employee or Affiliated Persons to derive income in cash or other property, including property rights, services of a pecuniary nature, work results or any benefits and advantages (including, but not limited to, non-pecuniary benefits connected with the achievement of manifest personal ends even if they are not connected with material gain).

“**Conflict of Interest**” means a situation whereby an Employee's Personal Interest (whether direct or indirect) influences or may influence the proper, objective and impartial performance of its employment duties (or exercise of its powers).

A Conflict of Interest exists where:

- a) An Employee runs into an actually existing conflict of interest (actual conflict of interest), including that which arose in the past and is continuing;
- b) An Employee is in a situation that may lead to a conflict of interest in the future (potential conflict of interest); and
- c) A reasonable person is entitled to believe that an Employee's judgments or actions (inaction) may be partial, even though this is not necessarily the case (presumed conflict of interest).

“**Breach of this appendix**” means failure timely to provide information about any existing, potential or presumed Conflict of Interest, as well as deriving Personal Gain from such behavior.

“**Employee**” means an individual who entered into an employment contract with the Company and any individual or entity when acting for or on behalf of the Embracer Group, including but not limited to all representatives, agents, subcontractors and other intermediates. 1.7. “Superior Executive” means a person who is entitled to make management decisions and to whom an Employee is directly subordinated, or another person authorized to review Conflict of Interest communications.

1.2 Employee's General Duties, Prohibitions and Restrictions

A Conflict of Interest in and of itself does not constitute a Breach of this appendix. A Conflict of Interest may, however, cause an Employee to put his interests ahead of those of the Company—a situation that often causes the Company's financial status to deteriorate and damages the Company's business reputation, as well as leads to law violations, including offenses such as fraud, bribery, corrupt business practices, commercial secret disclosure, etc.

An Employee is therefore obliged to do the following throughout the effective term of its employment contract:

- a) Act in the best interest of the Company, and at all times exercise its rights and perform its duties in respect of the Company in compliance with the law, employment contract, and local regulatory acts adopted by the Company;
- b) Avoid situations which may lead or create the likelihood of a Conflict of Interest, including due to the Employee's labor activity or performance of some other functions in the interest of third parties (in particular, in instances where the Employee is acting through Affiliated Persons rather than on its own); and
- c) Identify by itself situations which have resulted or may result in Conflicts of Interest in the future.

An Employee is prohibited throughout the effective term of its employment contract from:

- a) Influencing any hiring decisions made in relation to any Affiliated Persons;
- b) Managing, having among subordinates, or controlling (e.g. by influencing the working conditions of) Affiliated Persons;
- c) Making decisions (as well as influencing howsoever such decision-making) in relation to companies in which the Employee or Affiliated Persons has/have Personal Interests (including companies where Employees/Affiliated Persons are employees, directors, shareholders, participants, etc.);
- d) Directly or indirectly seeking or accepting for own use or in the interest of any Affiliated Person from any existing or potential business partner and/or competitor of the Company gifts, gratuities (whether of a pecuniary nature or otherwise) and benefits, where such gifts, gratuities or benefits are other than of a symbolic value;
- e) Using its working hours, or property, belongings, information or resources of the Company (including confidential information and intellectual property) for Personal Gain or in the interests of Affiliated Persons;
- f) Using for Personal Gain and/or in the interests of Affiliated Persons business opportunities and/or belongings and/or resources of the Company;
- g) Being dependent on any personal considerations, predilections and/or personal interests during the course of performance of employment duties; and
- h) Accepting loans, credits, guarantees of performance of obligations (except for loans and guarantees from banks and other institutions rendering such services in the ordinary course of business and on free market conditions) from any individuals, organizations or legal entities which have established or intend to establish relations with the Company.

1.3 Providing Conflict of Interest Information

Transparency in the form of complete disclosure of information is the key to resolving any Conflict of Interest. This helps to protect the rights, interests and reputation of the Company and Employees. Employees are therefore obliged to furnish the Company with information on matters relating to Conflicts of Interest and to compliance with this appendix.

Where a Conflict of Interest arises (whether actual, potential or presumed), an Employee must immediately and in any event no later than five (5) working days from the date that the Employee learnt or should have learnt about it, report such Conflict of Interest to its Superior Executive or the General Director of the Company or according to the procedure for reporting violations as described by the Anti-Corruption Policy.

An Employee who has become aware of a Breach of this appendix by some other Employee (e.g. failure to provide information about a Conflict of Interest) must immediately and in any event no later than five (5) working days from the date that the Employee learnt or should have learnt about such breach, inform the Company's General Director or make a report according to the procedure for reporting violations as described by the Anti-Corruption Policy.

Where an Employee is in doubt as to whether a specific situation amounts to a Conflict of Interest or whether such situation may lead to it or whether certain actions (inaction) of some other Employee amount to a Breach of this appendix, the Employee must immediately and in any event no later than five (5) working days from the date that the Employee learnt or should have learnt about such situation, inform its Superior Executive or the Company's General Director accordingly.

In any of the foregoing instances, a communication is made in a free form in writing and must indicate the circumstances that lead or may be regarded as leading to a Conflict of Interest, and/or the circumstances of a Breach of this appendix.

A communication regarding one's own violation will not release the perpetrator from responsibility for the violation, and the scope and timeliness of any such communication will be taken into account in making decisions on relevant penal measures.

1.4 Review of Communications and Settlement of a Conflict of Interest

Any communication or information must be reviewed and checked out on a case-to-case basis with due regard to all related circumstances and a detailed assessment of Company's possible financial, organizational, reputation and other risks.

To verify any such communications or information, the Company will initiate official in-house investigations subject always to the requirements of applicable legislation.

Upon the receipt of third-party communications about a Conflict of Interest, a Superior Executive will pass them on to the Company's General Director for further investigation, and the latter will be entitled to conduct an investigation on his own or appoint some other person to do so. A Superior Executive must act in the same manner in a situation where he himself learnt about a Breach of this appendix.

The review of and inquiry into Employees' or third-party communications and/or information about any Breaches of this appendix (inclusive of any actual, potential or presumed Conflicts of Interest) will be conducted, as a thumb rule, within five (5) working days (excepting any period of temporary disability or vacation of the Employee concerned) from the date of receipt of the relevant communication from the Employee or the third party or, where no such communication is received, from the date that a Superior Executive learnt or should have learnt about such violations. The time of an inquiry may be extended. However, in any event the review or inquiry must not last longer than the time that would enable the Company to bring the persons at fault to account under the statutory procedure for such Breach of this appendix (including the imposition of disciplinary measures).

Any review and inquiry includes an analysis of the situation and the passing one of the following decisions based on the relevant communications or information:

- a) The situation does not amount to a Conflict of Interest and, as a consequence, the existing situation requires no special settlement methods.
- b) If a Conflict of Interest has occurred or is continuing, diverse settlement methods may be resorted to, including:

- i. Renunciation by an Employee of its Personal Interest that has given rise to the Conflict of Interest;
- ii. 4.5.2.2. Restricting an Employee from having access to specific information that may affect and/or influence any personal interests of the Employee and/or Affiliated Persons;
- iii. Voluntary waiver by an Employee of or its exemption (whether permanent or temporary) from, participation in discussions and decision-making on matters which are or may be influenced by a Conflict of Interest;
- iv. Revision and alteration of an Employee employment duties under the statutory procedure;
- v. Termination under the statutory procedure of the powers, the exercise of which may give or has given rise to a Conflict of Interest;
- vi. An Employee's transfer under the statutory procedure to a position presupposing the performance of duties not connected with any Conflict of Interest;
- vii. Termination under the statutory procedure of employment relations with an Employee on its initiative or by agreement between the Employee and the Company;
- viii. Imposition on an Employee of disciplinary measures (inclusive of termination, if permissible) for a violation of discipline, i.e. Employee's failure to perform or improper performance of its employment duties; and
- ix. Control over developments, periodic exchange of information between an Employee and the Company, etc.

In selecting disciplinary measures in each particular case, account should be taken of all case-related information, including the nature and gravity of the violation, any previous warnings or violations, intentional or inadvertent nature of the violation, and also the very fact of the perpetrator's reporting its violation of labor discipline.

The findings of a review of the said communications or information, and recommendations as to the settlement of a Conflict of Interest should in any event be reflected in the respective report by the person who conducted the inquiry.

The Company's General Director is responsible for implementing this appendix, reviewing Conflict of Interest communications, and adopting measures after reviewing communications regarding Conflicts of Interest and Breaches of this appendix.

1.5 Final Provisions

Employees are obliged strictly to comply with this appendix. A Breach of this appendix may not be tolerated and may result in disciplinary action (right up to Employee termination under the statutory procedure). A Breach of this appendix may also entail administrative or criminal responsibility. In the event of a breach of law, the Company will communicate information about perpetrators to the authorized government agencies.

The Company hereby reserves the right to seek under the statutory procedure reimbursement for losses (claim damages) from persons in breach of this appendix.