

Approved by
Order N 001
of SELLBUY LIMITED LLC
of Sep 20, 2021

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Anti-Bribery and Anti-Corruption Policy

Tbilisi

2021

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1. Introduction

- 1.1. Under this Anti-Bribery and Anti-Corruption Policy (hereinafter the **Policy**) SELLBUY LIMITED LLC (hereinafter referred to as the **Company**) prohibits all forms of corruption and bribery and sets out the basic principles and requirements for dealing with corruption offenses, mitigating the effects of corruption offenses, and controlling factual and suspected cases of corruption.
- 1.2. The **Policy** sets out the processes that must be followed in the event of an actual or suspected case of corruption or bribery.

2. Definitions

Unless otherwise specified by the **Policy**, or otherwise derived from its context, the following definitions used in the **Policy** shall have the following meanings:

- 2.1. **Bribe** - money, gift, representation, expenses, reciprocal service, political or charitable contribution, promise of employment, or any direct or indirect benefits.
- 2.2. **Bribery** - directly or indirectly the receipt or claim of money, securities, other property, property benefits or any other unlawful advantage by a person, and / or directly or indirectly for a person in favor of money, securities, other property, property benefits or other Promising, offering or granting any unlawful advantage in order to improperly influence another person, to obtain or maintain a business advantage of a company or other person, to conduct business and / or to prevent or reduce an unfavorable situation..
- 2.3. **Corruption** - The use of public power or position by a person for personal gain and benefit, including but not limited to taking or giving of a bribe, fraudulent act or any act which gives rise to a conflict of interest.
- 2.4. **Conflict of interest** - a conflict between the personal interest of an employee/supplier and the proper performance of their official duties, or between the property and other interests of the company and / or the employee and/or the supplier, which may have adverse consequences for the company.
- 2.5. **Entertainment costs** - expenses incurred by a person within the framework of economic activities, which include expenses for events held on behalf of the person (presentation, reception, lunch, dinner, travel, etc.), expenses for guest services.
- 2.6. **Employee** - a natural person who performs a certain amount of work for a company in exchange for a certain salary on the basis of an employment contract.
- 2.7. **Supplier** - any natural and/or legal person who provides services/products to a company and/or is a party to a contract with the company or any natural or legal person that the supplier uses to fulfill its obligations under the contract with the company.
- 2.8. **Third parties** - any person other than the company, employee and supplier, including but not limited only to an agent, a partner, a consultant, a broker, a representative, an investor, or a subcontractor.
- 2.9. **Person** – a natural person(s), a legal entity (-ies) and/or other organizational entity (-ies) provided by the legislation of Georgia or another country, who/which do not represent a legal entity (-ies).

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- 2.10. **Civil Servant** - officials of any government department or agency, any international organization, political parties and party leaders, executives and employees of state-owned or government-run companies, or any person acting on behalf of such officials, as well as any person holding a legislative, administrative or judicial position.
- 2.11. **Legislation** - current legislative and sub-legislative normative acts of Georgia and international treaties and agreements included in the system of normative acts of Georgia.

3. Scope

- 3.1. The policy shall apply to all **employees, suppliers** and **third parties** of the **company** (hereinafter collectively - **Entities**) regardless of their geographical location.
- 3.2. **Entities** shall comply with the requirements of the Policy and take responsibility for the full and thorough implementation of the rules established for them.
- 3.3. Employees and suppliers shall agree to the Policy by signing the document in **Annex N1** and **Annex N2**.

4. Prohibitions against bribery and corruption

- 4.1. The **Policy** shall prohibit the transfer or offering of any good of any value by an entity to any person, as well as its acceptance or encouragement by any person on corruption grounds, including but not limited to granting of undeserved remuneration or privilege to an official or gain of an illegal business advantage to a private person.
- 4.2. **Entities** shall be required to ensure the accuracy and detailed substantiation of financial/accounting books and records.
- 4.3. The **Policy** shall prohibit both offering and paying bribes regardless of the amount of money, as well as support, encouragement or provocation of an agreement concerning request or taking a bribe in any form whatsoever.

4.4. **Entities** and persons related to them shall:

- not appear to be accomplices of bribery in any way, as well as accomplices of any corrupt transaction in any form, both directly and indirectly.
- not make, promise, receive or issue any payment, ransom or compensation that would facilitate bribery and/or corruption. Such payments include payments intended to be transferred to public officials in order to expedite, or perform, any specific action. For the avoidance of doubt, such payments do not include taxes paid in favor of a public authority, established and documented by law or regulation.
- comply with the laws of the countries in which they operate, including relevant anti-corruption regulations, including but not limited to the UK Bribery Act 2010, Foreign Corrupt Practices Act of 1977 (FCPA), OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption.

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- focus on circumstances where they believe exist, may be, or have been, or may have been misbehavior by other persons.
- prior to receiving/offering/transferring valuable goods to other persons/receivables from other persons, get acquainted with the relevant conclusion of the Compliance Service and undergo appropriate control (taking into account the general limits set for gifts and business goodwill).
- notify any circumstance that breaches or may violate the policy directly to the Company Director by sending a notification to the following e-mail - s.khvedeliani@sbl.ge.
- If you have any questions regarding your eligibility for bribery / corruption, contact the Company Legal Service and follow their instructions.

5. Risk Assessment

- 5.1. Within the framework of business relations and/or the establishment of business relations, the company shall be authorized to carry out:
- Assess the risks of fraud, **bribery** and **corruption** related to the country of business.
 - Review potential **third-party** business partners.
 - Review **third party** payment terms and schemes.
 - Review a proposed project or business transaction to identify the risk of **corruption** or **bribery** where possible.

6. Entertainment Costs

- 6.1. **Entertainment costs** incurred by employees, suppliers or third parties shall be consistent with this **Policy**.
- 6.2. **Entertainment costs** on behalf of a public official of a foreign state shall not be incurred without the prior permission of the company's legal service. **Entertainment costs** shall be permitted within the limits of reasonableness during travel, accommodation, advertising or demonstration of products or services.

7. Charitable Donations

- 7.1. The **Policy** shall restrict employees from making any kind of charitable contribution on behalf of the company without the prior consent of the company director.
- 7.2. The **Policy** shall not restrict employees from making charitable contributions in person, on their own behalf, independently of the company.

8. Liability and Audit

- 8.1. The Company shall be authorized to inspect the entity to ensure compliance with the provisions of the **Policy**, in which case it is authorized to conduct an inspection through an independent third party to verify that there is no and/or will be no violation of the **Policy** and **Legislation**.
- 8.2. Violation of the **Policy** by the entity shall result in liability and appropriate sanctions as provided by **Legislation** (including, without any limitation, criminal liability).

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8.3. Employees who encourage bribery, or who do not comply with the requirements of the relevant **Anti-Bribery** and **Anti-Corruption Policy**, shall be subject to disciplinary action, including dismissal, individual employment contract, and applicable law.

9. Training

9.1. All employees of the company shall undergo training, which is periodically conducted by the company, for the purposes of identifying, preventing, and reporting **corruption** or **bribery** risks.

10. Conclusive Provisions

10.1. The Company shall be authorized to review the **Policy** on a regular basis as necessary and to update it as necessary in accordance with amendments to the **law**.

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Annex 1

Anti-Corruption and Anti-Bribery Commitments for Suppliers (hereinafter the Commitment)

Company name----- (I/C; -----) (hereinafter the **Supplier**)

1. In view of the business relationship between SELLBUY LIMITED LLC (hereinafter referred to as the Company) and the Supplier, any employee, employee and / or other affiliated person of the Supplier and the Supplier shall:
 - not offer, promise, give or receive, directly or indirectly, in any relationship with government agencies or any legal entity, their employees or other authorized persons any unlawful and/or covert commission, bribe, ransom or remuneration or any item, financial or other benefit or not allow any action in connection with any matter which is the subject of a contract or any other agreement between the Company and the Supplier (hereinafter referred to as the Agreement) or may be linked to the Agreement or otherwise not engaged in corrupt activities;
 - comply with the requirements of the current legislation of Georgia on fight against corruption and/or international treaties and agreements included in the system of normative acts of Georgia;
 - adhere to the **Company's** Anti-Bribery and Anti-Corruption Policy;
2. If the **Supplier** becomes aware of a breach or possible breach of the commitment, the Supplier shall promptly notify the Company to this effect and the Company shall be entitled to immediately terminate the Agreement until the breach has been thoroughly investigated. The **Supplier** shall cooperate with the company in the investigation process, including giving the company immediate access to all documents or systems.
3. Determining the fact of breach of commitment by the **Supplier** shall result in immediate disqualification of the **Supplier** from the process of awarding the contract and/or termination of the contract (if any), without imposing any liability on the company. However, such disqualification shall not preclude the liability of the **Supplier** and/or its director, authorized person, other representative or related person and/or its affiliated person, as well as the relevant sanctions provided by law (including, but not limited to criminal liability).
4. Notwithstanding the terms of the agreement, in the event of any inconsistency between the **Commitment** and any record of the agreement, the **Commitment** shall prevail.

Upon disclosure of the **Commitment** document to the **Supplier**, it shall be assumed that the **Supplier** has accepted and agreed to fulfill this **Commitment**, regardless of whether the company will return the signed document of the **Commitment**.

On behalf of the **Supplier**:

Name and surname:

Position:

Date:

Signature:

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