

Global Anti-Bribery and Anti-Corruption Policy

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PREFACE

This Global Anti-Bribery and Anti-Corruption Policy (this "**Policy**") applies to all entities that are part of the Atlas Renewable Energy group (collectively "**Atlas**", and each an "**Atlas Entity**") and to any other persons which, by contract or the application of another Atlas policy, this Policy is stated to apply. All Atlas Entities must adopt this Policy in its entirety if not prohibited by contract, statute or business conditions in which case these entities should align their existing policies with this Policy, to the extent applicable. For entities in which Atlas does not have control, Atlas representatives on the boards (or the equivalent) of such entities should seek adoption of this Policy and its principles.

This Policy also applies to all Atlas officers, directors, employees (whether full or part time), interns, consultants, individual contractors, and other similar personnel who are engaged by Atlas, as well as any agents, representatives and other persons acting on behalf of Atlas or engaging in activities for the benefit of Atlas. Atlas requires all such persons to conduct Atlas business legally, ethically, and with integrity, in accordance with the Atlas Code of Conduct.

Prohibitions in adopting this Policy in whole or in part should be reported to the Atlas General Counsel promptly upon discovery.

Atlas Entities may supplement the contents of this Policy with additional restrictions or requirements to the extent that such additions do not override or in any way conflict with this Policy.

This Policy supersedes in full any other Atlas policy, procedure or protocol in respect of the matters covered by this Policy.

I. PURPOSE

1.1 INTRODUCTION

Atlas is committed to conducting business in accordance with the highest ethical standards. This Policy aims to set out the standards of conduct and professionalism that apply to all Personnel in relation to applicable anti-bribery and anti-corruption laws and regulations.

This Policy prohibits Personnel and Third Parties from offering, paying, giving, promising to pay or give, requesting, accepting or authorizing a payment or gift of anything of value to any representative or agent of a private or public body (including Government Officials) in order to influence or reward such a person in violation of laws and regulations, including, without limitation, to perform, refrain from performing or default on the performance of, any action within the authorities or powers of such a person.

This Policy should be read in conjunction with the Atlas Code of Conduct.

All Personnel (as defined below) are expected to become familiar with and comply with this Policy, to participate in applicable training sessions, and to certify annually that they have complied with this Policy (See Attachment A). Failure to follow this Policy may result in disciplinary action, including dismissal or the termination of Third Party agreements. Potentially severe penalties and other consequences may apply to Atlas and individual Personnel if anti-bribery laws or anti-corruption laws are violated, including prison (custodial) sentences.

Any questions with respect to this Policy should be referred immediately to the Atlas Compliance Team or to the Atlas General Counsel.

1.2 DEFINED TERMS

"**Facilitating Payments**" has the meaning in section 2.2 of this Policy.

"**Government Official**" means:

(a) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of, or performing the duties of an office or position created under law or custom of, any (i) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, at any level, whether appointed or elected), (ii) political party, party official or political candidate, or (iii) public international organization;

(b) any person who exercises a public function for or on behalf of a country or for any public

agency or enterprise of (or under the control or supervision of) that country, including any employee, official or contractor of any entity owned or controlled by a government body, including a state-owned enterprise, such as a government-owned investment fund or utility;

(c) a person in the service of a government body including a member of the military or the police force;

(d) a candidate for political office (regardless of whether or not affiliated to a political party);

(e) an employee, contractor or person otherwise in the service of a public international organization such as a multi-lateral development bank (e.g., the World Bank) or the United Nations; and

(f) an individual who is, or who holds themselves out to be, an authorized intermediary of a public official.

A person does not cease to be a Government Official by purporting to act in a private capacity.

"**Personnel**" means any legal representatives, officers, directors, employees (whether full or part time), individual contractors, secondees, part-time hires, interns and other similar personnel who are engaged by Atlas.

"**Third Party**" means an external organization or individual who performs, or will perform, services for, or on behalf of, Atlas, or with whom Atlas has, or will have, a partnership. This includes agents, representatives, consultants, lobbyists, distributors, service providers, joint venture partners and any person engaged or instructed by Atlas to deal with any Government Official or to obtain government approvals. It generally does not include suppliers (unless they are performing services on behalf of Atlas, rather than merely supplying goods or services).

II. PAYMENT PRACTICES

2.1 PROHIBITION ON IMPROPER PAYMENTS

Personnel must never offer, promise, pay, give, request, agree to receive, accept or authorize any payment or gift of anything of value that is **intended to induce any person to take action (or omit to take any action) in violation of any law or duty**, or in violation of this Policy.

Personnel must never offer, promise, pay, give or authorize (directly or indirectly) any payment or gift of anything of value directly or indirectly to a Government Official (including any representative of a political party) **in order to influence that person for any reason**, to perform, refrain from performing or default on the performance of, any action within the authorities or powers of a Government Official, including, without limitation, to obtain or retain business, gain a business advantage or avoid a disadvantage, or as an inducement or reward for violating a duty of good faith, failing to act impartially or breaching a duty of trust.

Requests by Government Officials for payments or gifts that would violate this Policy arise in varied settings and can be much more subtle than a direct request for a kickback or a bribe. Personnel and Third Parties (including agents, consultants, representatives or other business partners of Atlas) should never offer, pay, promise, authorize money or anything of value, directly or indirectly to obtain or maintain any benefit for the company, including but not limited to:

(1) to influence the award of a contract;

(2) to secure a more favorable price in contract negotiations;

(3) to prevent some governmental action, such as the imposition of a large tax or fine;

(4) to obtain a license or other authorization from a government where the issuance involves the official's or their government's discretion;

(5) to obtain confidential information about business opportunities, bids or the activities of competitors;

(6) to obtain a permit or license to sell, market or distribute natural gas, electricity, or fuels;

(7) to secure a zoning ruling;

(8) to influence the rate of taxes to be levied;

(9) to obtain relief from government controls;

(10) to resolve governmental disputes, e.g., resolution of tax deficiencies or a dispute over duties payable;

(11) to affect the nature of regulations or the application of regulatory provisions;

(12) to influence the outcome of any judicial, regulatory or administrative decision; or

(13) to otherwise obtain or retain business, influence government action or decision, or secure any other improper advantage.

Additionally, Personnel, agents, consultants, representatives or other business partners may not make or authorize payments or fees to Third Parties if they know or even suspect that the Third Parties are acting as intermediaries for a Government Official.

2.2 FACILITATING PAYMENTS

Personnel must not make Facilitating Payments.

"**Facilitating Payments**" are payments made to a Government Official to secure the performance of a non-discretionary, routine governmental action that the Government Official is required to perform. In other words, Facilitating Payments are made to encourage a Government Official to do something they are already supposed to do. Examples include:

(1) payments to local officials to expedite routine license issuances or renewals;

(2) payments to local officials to expedite routine permits, including construction permits;

(3) payments to local officials to expedite visas and work orders;

(4) payments to local officials to expedite the provision of telephone service, power and water supply and other public utilities.

Facilitating Payments do not include legitimate documented fees, expenses or duties paid to government entities.

If a Government Official requests a Facilitating Payment or any other kind of improper payment or benefit, you must politely refuse and explain that you do not have the authority to make such a payment. The request for payment must be immediately reported to the Atlas Compliance Team.

2.3 EXCEPTION FOR PERSONAL SAFETY PAYMENTS

In exceptional circumstances, Atlas permits Personnel or Third Party to make a payment (or provide anything of value) to avoid imminent physical harm. Personnel and Third Parties must report making a personal safety payment to the Atlas Compliance Team as soon as possible after the imminent danger has passed. Personnel and Third Party must also provide written records of the amount of the personal safety payment, means of payment, recipient(s), and circumstances regarding the personal safety payment.

2.4 ENTERTAINMENT, GIFTS AND TRAVEL

2.4.1 General

Occasional gifts and hospitality are an accepted and acceptable means of assisting in establishing and developing business relationships and enhancing Atlas' professional image in the business

community in which it operates.

However, Personnel should never offer, promise, give, request, agree to receive, accept or authorize gifts and hospitality (directly or indirectly) that could influence business decisions, induce the recipient to perform their functions improperly or influence Government Officials with respect to granting business or approvals.

Gifts and hospitality must always be kept to reasonable and proportionate levels in terms of both value and frequency.

In considering whether a gift or hospitality is appropriate, you should take account of the following factors:

1) The value of the gift or hospitality:

   a) must not be lavish or demonstrably out of the ordinary – you should take into account not just the monetary cost but the value of the gift or hospitality to the recipient;

   b) must not be inconsistent with lawful and accepted business practice in the country or region concerned (but note that the fact that it is in line with local accepted business practice does not of itself make it permissible); and

   c) must be proportionate to the seniority of the individuals involved.

2) The gift or hospitality must not be intended to influence the recipient's objectivity in order to retain or obtain business; i.e., there should be no expectation of something in return. In the case of hospitality, there should be substantial business-related discussions during or surrounding the event.

3) The timing of the gift or hospitality should not coincide with periods when suppliers or clients are involved in tenders or contract negotiations with Atlas.

4) Gifts or hospitality should not be offered, promised, made, requested to or accepted from the same organization or individual on a regular basis (which could give rise to an actual or perceived cumulative effect of inducing the recipient to act improperly).

5) The gift must not be in cash or cash equivalents, such as checks, gold coins and gift cards.

Where it is necessary to decline a gift or offer of hospitality, do so carefully and sensitively to avoid causing offence to the individual or organization offering the gift or hospitality.

In addition to the foregoing, you must also comply with the requirements of the Atlas Code of Conduct with respect to giving and receiving gifts.

2.4.2 Entertainment of Government Officials

You must get the prior written approval of the Atlas General Counsel or the Atlas CEO before incurring any entertainment expenses (including meals) for a Government Official unless **all** of the following conditions are met:

1) the entertainment or meals are permissible under applicable laws and, for officers and employees of a public international organization, the rules of that organization;

2) the entertainment or meals occur in connection with substantive business meetings and are attended by appropriate company representatives;

3) the entertainment or meal expenses are legitimate and commensurate with generally accepted local customs for private businesspersons;

4) the expenses are accurately recorded and approved in accordance with Atlas' accounting policies; and

5) The expense is recorded in the Gift and Entertainment Report maintained by the Atlas Compliance Team.

If all of the conditions above are not met, prior approval as set out above must be obtained.

Regardless of whether or not prior approval is required, you must report all entertainment involving a Governmental Official that is given or received to the Atlas Compliance Team in writing through the Gift and Entertainment Report.

If a Government Official incurs any entertainment expenses (including meals) on your behalf, prior approval of the Atlas General Counsel or the Atlas CEO is not needed but you must report any such entertainment expenses to the Atlas Compliance Team.

2.4.3 Entertainment of Non-Governmental Officials

You must comply with the requirements in the Atlas Code of Conduct relating to entertainment expenses with respect to any Third Party who is not a Government Official.

2.4.4 Gifts – Governmental Officials

You must get the prior written approval of the Atlas General Counsel or the Atlas CEO before giving any gifts to a Government Official except under the following circumstances:

(1) the gift or item is of nominal value (i.e., less than US$100 or, in the case of Brazil, 100 Brazilian Reais) bearing the Atlas logo or otherwise generally distributed by Atlas to its

customers and vendors as a token of goodwill;

or

the gift or tangible object is commensurate with legitimate and generally accepted local customs for private businesspersons and does not exceed a nominal amount (i.e., less than USD $100 or, in the case of Brazil, 100 Brazilian Reais) per person or is given to reciprocate a gift given by the Government Official and is of reasonably equivalent value to the gift received; and

(2) in any case, the gift is permissible under applicable laws and, for officers, employees or contractors of a public international organization, the rules of that organization; and

(3) the expenses involved in such gift are accurately recorded and approved in accordance with Atlas' accounting policies.

Regardless of whether or not prior approval is required, you must report all gifts received from a Governmental Official to the Atlas Compliance Team through the Gift and Entertainment Report.

Never give or receive a gift of cash.

If a Government Official gives you a gift with a nominal value (i.e., less than USD $100 or, in the case of Brazil, 100 Brazilian Reais based upon your best estimate), prior approval of the Atlas General Counsel or the Atlas CEO is not needed but you must report any such gift to the Atlas Compliance Team through the Gift and Entertainment Report.

If a Government Official gives you a gift that based upon your best estimate has a value of more than USD $100 or, in the case of Brazil, 100 Brazilian Reais, you must get the written approval of the Atlas General Counsel or the Atlas CEO to keep the gift. If the gift is not approved, you must surrender the gift to the Atlas General Counsel or the Atlas Compliance Team.

If the gift is approved, you must complete the Gift and Entertainment Report.

2.4.5 Gifts – Non-Governmental Officials

You must comply with the requirements in the Atlas Code of Conduct relating to gifts to or from any Third Party who is not a Government Official.

2.4.6 Travel

At times, Atlas is requested to pay the travel and lodging expenses of Government Officials in connection with trips to meet with Atlas representatives or to visit Atlas facilities. You must obtain the prior written consent of the Atlas General Counsel or the Atlas CEO before agreeing to

reimburse expenses directly to, or payments of travel and lodging expenses on behalf of Government Officials. Reimbursement is generally acceptable where expenses relate to reasonable and *bona fide* travel, accommodation and meal expenses in connection with, or the demonstration of Atlas' facilities or services, or performance of a contract with the relevant government or state-owned entity. Advance per diem compensation is not permitted. Wherever possible, arrange to reimburse the governmental entity directly for the expenses rather than reimbursing the individual Government Official.

No payments of expenses or reimbursements are to be made:

1) by cash payment directly to a Government Official;

2) for expenses relating to family members or other persons accompanying a Government Official;

3) for expenses relating to destinations that are not directly related to Atlas' facilities, products, or services; or

4) for expenses that are excessive in the reasonable judgment of the Atlas Compliance Team.

All travel expenses must be accurately recorded in Atlas' accounting records.

2.4.7 Visits to and from Governmental Entities and Officials

Attachment F contains a protocol which Personnel and Third Parties should follow whenever visiting or receiving a visit or meeting a Government Official.

2.5 POLITICAL CONTRIBUTIONS

A "**political contribution**" includes payments for fundraising dinners and similar events as well as actual contributions to political parties or candidates. No Atlas funds, assets, services or facilities shall be contributed to any candidate for political office, member of a political party or political action committee, without the prior written approval of the Atlas CEO. Such approval must be obtained as follows:

1) Determination that the political contribution is compliant with local law: The Atlas Compliance Team must obtain a written opinion of reputable local legal counsel determining that such a payment is legal under the applicable country's law.

2) CEO and other approvals: After the Atlas Compliance Team provides such written legal counsel opinion, the Atlas CEO must authorize the donation in writing. Evidence of such written approval must be provided to the Atlas Compliance Team. Any other authorizations required by the Atlas Approvals Protocol must also be obtained.

3) Record retention: All documents pertaining to the contribution, including documents described in (1) and (2) should be sent to the Atlas Accounting Team and to the Atlas Compliance Team.

4) Accounting records: The contribution must be accurately recorded in the relevant company's accounting records.

In any event, no Atlas funds, assets, services or facilities shall be used for political contributions if such political contribution would violate applicable law.

2.6 DONATIONS TO CHARITIES AND COMMUNITIES

Charitable donations must never be a condition for or to influence any action or decision or to secure any other improper advantage (relating to a Governmental Official or otherwise). Donations in the form of goods and services are preferred over donations of cash.

Before donating to a charitable entity, a community or individual(s), you must observe the following required procedures:

(1) Evaluation: Evaluate the context for the donation with the team that has identified the need of a donation to a particular charity or a community within Atlas' area of influence. This includes running OFAC searches before submission to the Atlas Compliance Team for their review and approval.

(2) Request written approval of the Atlas Compliance Team: The Atlas Compliance Team must evaluate and approve in writing of both the recipient of the donation and the items or services being donated. To obtain their approval, (a) provide details of the donation, including the name and identification number of the charitable organization, community and/or individuals and a completed copy of the Due Diligence Questionnaire for Charitable Donations applicable to registered entities in the form of Attachment C. The Atlas Compliance Team will review and approve the donation only after verifying that the donation complies with local law and the Atlas Code of Conduct.

(3) Background check on beneficiary/ies: The relevant charity/community and its members must, in fact, be a *bona fide* organization, not controlled by or for the benefit of a Government Official, and the contribution must not be as a condition for, or to influence any governmental action or decision or to secure any other improper advantage. Adequate diligence must be conducted to confirm that the charity is a *bona fide* organization. This requirement can be satisfied by completing the Due Diligence Questionnaire for Charitable Donations applicable to registered entities in the form of Attachment C.

(4) CEO and other approvals: After the Atlas Compliance Team provides its written approval, the Atlas CEO must authorize the donation in writing. Evidence of such written approval must

be provided to the Atlas Compliance Team. Any other authorizations required by the Approvals Protocol must also be obtained.

(5) Record Retention: All documents relating to the donation and its approvals, must be sent to the Atlas Accounting Team and the Atlas Compliance Team.

(6) Accounting: All charitable donations should be accurately recorded in Atlas' accounting records.

III. ENGAGING AGENTS, CONSULTANTS, AND OTHER REPRESENTATIVES

Particular care must be taken with Third Parties who assist in securing business or who arrange introductions to and/or manage relationships with key government decision-makers, including in relation to the issuance of permits and approvals for Atlas projects.

This Policy prohibits a Third Party, acting on behalf of Atlas, from offering anything of value to a Government Official to influence an action or decision of the Government Official. Agreements with Third Parties who may interact with Government Officials on behalf of Atlas must be in writing and state the services to be performed, the fee basis, amounts to be paid, and other material terms and conditions. Such agreements must also be reviewed and approved in writing by the Atlas Compliance Team or have standard clauses in respect of the matters covered by the Policy which have been previously approved by the Atlas Compliance Team. Payments must bear a reasonable relationship to the value of the services rendered and must be completely documented and recorded. Payments should be made by wire transfer in a lawful currency to the person directly or to the person's bank account in the country where the services are performed.

This Policy prohibits the use of any Third Party to facilitate payments or actions that would be prohibited if conducted by Personnel. Atlas must not make a payment or provide a benefit to a Third Party where it knows, or has reason to believe, that some or all of that payment or benefit will be provided or offered to another person in order to influence any person or entity.

3.1 DUE DILIGENCE REPORT

The Personnel responsible for engaging a Third Party who may interact with Government Officials on behalf of Atlas should request the Atlas Compliance Team to perform a background check and complete a due diligence questionnaire with respect to such Third Party in the form attached to this policy (see Attachment D).

3.2 "RED FLAGS" AND OTHER WARNINGS

Suspicious actions, payments or demands of a Third Party at any time during the due diligence review or term of engagement should be investigated. The following warnings or "red flags" are signs of conduct that may violate this Policy, and should immediately be discussed with the Atlas Compliance Team:

(1) unusual or excessive payment requests, such as requests for over-invoicing, up-front payments, unusual commissions or mid-stream compensation payments, requests for payments in a third-party country, to a third party, to a foreign bank account, in cash or otherwise untraceable funds;

(2) requests for political or charitable contributions;

(3) learning of a previously undisclosed relationship between the Third Party and a Government Official (family or business ties);

(4) any refusal or hesitancy by the Third Party to promise in writing to abide by Atlas' anti-bribery and anti-corruption provisions or the Atlas Code of Conduct.

(5) rumors or charges against the Third Party for violation of local or foreign laws or regulations relating to the award of government contracts;

(6) requests for an unexpected additional fee or commission to "facilitate" a service;

(7) a demand or strong suggestion by a Government Official that a particular Third Party should be retained;

(8) reliance by the Third Party on political/government contacts as opposed to knowledgeable staff and investment of time to promote Atlas' interests;

(9) a desire of the Third Party to keep the consulting arrangement or the terms of its, his or her retention secret; or

(10) history of corruption in the country in which the Third Party does business. Transparency International assigns each country a Corruption Perception Index (CPI) rating from 0 to 100 with 0 being most corrupt. To determine the CPI for a country, go to: https://www.transparency.org/en/cpi/.

Other "red flags" that should be discussed with the Atlas Compliance Team include: the Third Party's prior improper business practices, reputation for making improper payments in the past, or reputation for having a "special relationship" with a Government Official, or the Third Party's lack of minimum qualifications and experience for the type of service in respect of interactions with Government Officials for which it is being hired.

3.3 CONTRACTUAL PROVISIONS

All agreements with Third Parties who interact with Government Officials on behalf of Atlas must contain covenants that the Third Party will not make any payment, loan or gift of anything of value to a Government Official, political party or candidate in order to obtain or retain business or secure any improper advantage for Atlas. The agreement also should contain an obligation on the part of the Third Party to certify periodically that it has no knowledge of any such activities.

In addition, the agreement must contain representations and warranties which obligate the Third Party to:

1) report immediately any information the Third Party learns that may indicate that either a violation of the U.S. Foreign Corrupt Practices Act (the "**FCPA**"), the UK Bribery Act (the "**UK Bribery Act**") or any other applicable anti-bribery or anti-corruption law has occurred, or an improper payment has been made;

2) certify that no Government Official, political party or candidate owns an interest in the Third Party and obligate the Third Party to give notification as soon as possible if there is any change in ownership of the Third Party;

3) provide for the right of investigation and audit, as deemed appropriate to verify compliance with this Policy;

4) permit termination of the agreement immediately upon a good faith belief that the Third Party has violated the FCPA, the UK Bribery Act, or any other applicable anti-bribery or anti-corruption law or this Policy or put Atlas in material risk of a violation of the FCPA, the UK Bribery Act, any other applicable anti-bribery or anti-corruption law or this Policy; and

5) permit the terms of the agreement, including payment terms, to be disclosed to government agencies, e.g., the United States Department of Justice, or to whomsoever the Atlas General Counsel determines has a legitimate need to know; and

6) certify that no work has been sub-contracted, or that if work under the contract has been sub- contracted that such sub-contractor is subject to all provisions under Sections 3.4 and 3.5 of this Policy.

Model provisions are maintained by the Atlas Compliance Team and should be used to the extent possible. Also, please refer to the Legal Department Policies and Procedures Manual for further guidance regarding appropriate contractual provisions.

3.4 CERTIFICATIONS

Personnel should obtain an executed certification from each (i) secondee and (ii) of the Third Parties

who interact with Government Officials on behalf of Atlas (see Attachment B) on an annual basis. The Atlas Compliance Team shall maintain records of each completed agreement, annual certification and other supporting documentation.

IV. JOINT VENTURES, MERGERS AND ACQUISITIONS AND OTHER EQUITY TRANSACTIONS

4.1 JOINT VENTURES

4.1.1. General Concerns

Atlas may be exposed to business risk through conduct undertaken by joint venture partners or by companies in which Atlas has some management or equity interest. In some circumstances, Atlas may be liable for actions of a joint venture partner if Atlas knew or should have known of, facilitated, or authorized an improper payment. Companies may still be exposed to business risk even when its ownership interest is small.

Atlas conducts anti-corruption due diligence on prospective joint venture partners and merger and/or acquisition targets. The Atlas Compliance Team shall determine and conduct the appropriate risk-based due diligence for each proposed transaction pursuant to the Atlas Global KYC Protocol.

Joint ventures with Government Officials or foreign governments raise even more significant questions and, correspondingly, increase potential for liability. In countries with developing markets where the public and private sectors often overlap, it can be difficult to tell when you are doing business with the government versus a private concern. Frequently, Government Officials may have dual roles and serve both as private businesspersons and as Government Officials. Joint ventures involving Government Officials as partners require strict scrutiny of the proposed compensation to the joint venture partner and the compensation and duties of employees of the joint venture itself.

Prior to entering into any joint venture relationship an effective due diligence review must be performed in compliance with this Policy. The joint venture agreement should include provisions relating to conduct prohibited by this Policy, and the joint venture personnel and partners should be educated about and agree to comply with this Policy. Additionally, audit rights, routine oversight and compliance certifications by all employees of the joint venture should be part of Atlas' contractual rights.

If you suspect or learn that a violation of this Policy or other improper payment by a joint venture in which Atlas owns an interest has occurred or may occur, you should immediately advise the Atlas Compliance Team. The Atlas Compliance Team should then investigate the matter thoroughly and provide a recommendation to the Atlas General Counsel as to whether to continue participation in such joint venture.

4.1.2. Due Diligence Procedures

Prior to entering into any joint venture agreement, an effective due diligence review must be performed to verify the ownership, reputation and credibility of the potential partner or counterparty. This diligence must include conducting a check on the potential joint venture, each of the members of its Board of Directors (or equivalent governing body) and each of its shareholders against OFAC and other sanctions list. Please refer to the Atlas Global Sanction Policy. In addition, an initial determination should be made as to whether a potential partner is willing to represent and agree that it has not made and will not make any illegal payments to Government Officials, and that the joint venture will keep and maintain accurate books and records.

4.1.3. Contractual Provisions

Anti-bribery-related contractual provisions providing that no improper payments have been or will be made to Government Officials must be included in every joint venture agreement. The agreement should also contain an obligation on the part of the joint venture and the joint venture partner to certify annually that it has no knowledge of any such activities (see Attachment E).

If a proposed joint venture partner refuses to give the requested certifications, consult the Atlas Compliance Team to review the basis for the partner's refusal to give the certification. In the absence of a certification, the Atlas General Counsel may give approval for the joint venture only after making a determination that the refusal does not reflect an intention on the joint venture partner's part to violate the FCPA, the UK Bribery Act, or any other applicable anti-bribery or anti-corruption law or this Policy.

The joint venture agreements should further include representations and warranties to the Atlas contracting party that, in essence:

(1) obligate the joint venture partner to report immediately any information the joint venture partner learns that may indicate that a violation of the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption law has occurred, this Policy has been violated, or an improper payment has been made;

(2) certify that no Government Official (including political party or candidate) owns an interest in the proposed joint venture partner and obligate the joint venture partner to give notification as soon as possible if there is any change in ownership of the joint venture partner;

(3) provide the right of investigation and audit of the joint venture to verify compliance with this Policy;

(4) provide the right to refuse to fund or to terminate the joint venture immediately upon a determination that the joint venture partner has violated the FCPA, the UK Bribery Act, or

any other applicable anti-bribery or anti-corruption law, this Policy or put Atlas in material risk of a violation of the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption law;

(5) permit information relating to any suspected violation of the FCPA, the UK Bribery Act, or any other applicable anti-bribery or anti-corruption law or this Policy, or the terms of the agreement to be disclosed to government agencies, e.g., the United States Department of Justice, the Securities and Exchange Commission, or other entities that may have a law-enforcement interest in such matters;

(6) prohibit the joint venture partner from retaining any Third Parties to interact with Government Officials on behalf of the joint venture without the prior written approval of Atlas; and

(7) require the joint venture to make and keep accurate books and records and to develop and maintain adequate internal accounting controls.

Model provisions are maintained by the Atlas Compliance Team and should be used whenever possible. Also, please refer to the Legal Department Policies and Procedures Manual for further guidance regarding appropriate contractual provisions.

If Atlas acquires an interest in an existing joint venture and in connection with such acquisition becomes a party to an existing joint venture agreement, then commercially reasonable efforts must be used to incorporate the requirements of this Policy into the existing agreement. If this is not possible, the Atlas General Counsel must be consulted prior to the closing of the acquisition and consent of the Atlas General Counsel to the provisions of the existing agreement must be requested.

The Atlas Legal Department shall maintain records of each completed agreement, and the Atlas Compliance Team shall maintain records of the annual certification and other supporting documentation.

4.2. MERGERS AND ACQUISITIONS

4.2.1 In General

As with joint ventures, Atlas risks vicarious liability in acquiring an interest in an entity because a company investing materially in, merging with or acquiring another entity may be held liable for actions taken by the other entity that would violate applicable anti-bribery and anti-corruption laws.

Prior to signing any agreement relating to a merger or acquisition, an effective due diligence review

must be performed by the Atlas Compliance Team with respect to the target entity, and its sellers. This diligence must include conducting a review of the potential target, each of the members of its Board of Directors (or equivalent governing body) and each of its shareholders against the OFAC and other sanctions lists. In addition, the relevant requirements of the Atlas Global KYC Protocol must be complied.

"Red flags" discovered during the course of due diligence should be brought to the immediate attention of the Atlas General Counsel.

4.2.2 Contractual Provisions

When acquiring a company, the merger or acquisition agreement should require the seller and the acquired company to represent and warrant that:

(1) neither the seller nor the acquired company or any of their wholly or partially owned subsidiaries, directors, officers, employees, agents or other representatives have engaged in, or have any knowledge of, any conduct involving improper payments or falsified books and records;

(2) none of the company's current or former owners (direct or indirect), directors, officers, employees, consultants, agents or other representatives are, or have been, Government Officials within the meaning of the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption law; and

(3) the seller will indemnify the relevant Atlas entity for any breach of the anti-bribery and anti-corruption related representations and warranties in the agreement (and this indemnification will not be subject to any caps or limitations on survival).

Model provisions are maintained by the Atlas Compliance Team and should be used whenever possible. Also, please refer to the Legal Department Policies and Procedures Manual for further guidance regarding appropriate contractual provisions.

4.2.3 Post-Acquisition Compliance

After an acquisition of a company, or acquisition of a controlling interest in a company, the acquired company must be subject to this Policy.

4.3 INVESTMENT TRANSACTIONS

A debt or equity investment in a company that does not result in Atlas acquiring control in the company may still pose risks. Atlas should avoid making any equity investment that could be perceived as an indirect payment to a Government Official or political party. Pay attention to "red

flags" or activity suggesting that improper payments have been or will be made.

Before making, or committing to make, an investment in a company, a due diligence review must be performed. The extent of the procedures may depend, in part, on the size and nature of the investment and on the existence, if any, of any "red flags."

The agreement by which Atlas obtains its non-controlling interest should include as many protective provisions as possible. Finally, after acquiring a non-controlling interest in a company, that company's anti- bribery and anti-corruption compliance program should be monitored to the extent possible, and it must be ensured that Atlas in no way actively participates in or passively condones any improper or corrupt payments.

V. ACCOUNTING PROCEDURES

5.1 FINANCIAL CONTROL SYSTEMS AND ACCOUNTING REQUIREMENTS

It is Atlas' policy to maintain accurate detailed records that fairly reflect each company's transactions, regardless of whether they are domestic or international. It maintains a system of internal accounting controls sufficient to provide reasonable assurances that the nature and purpose of all transactions are recorded as necessary to determine the transactions' compliance with applicable anti-bribery and anti- corruption laws and this Policy regardless of whether the transactions are financially material.

All Personnel are responsible for completely and accurately recording expenses and payments to third parties so that the business purpose, value and recipient is clear.

Undocumented payments are prohibited, and false or misleading entries must never be made in Atlas' books and records for any reason. No payment shall be approved or made with the express or implied agreement or intent that any part of it is to be used for any purpose other than that described by the documents supporting the payment. In the event that the supplier or service provider does not issue an invoice, and such practice is acceptable in the country or region concerned given the nature and value of the transaction (e.g., services provided by janitors, drivers, movers or guards that are not employed by Atlas), the related expenses must be recorded accurately in Atlas' books and records.

VI. REPORTING SYSTEM

6.1 REPORTING A POSSIBLE VIOLATION

Any Personnel who is aware of a possible violation of this Policy or improper accounting or financial reporting or has a question as to whether a situation is a possible violation of this Policy or

constitutes improper accounting or financial reporting, should contact the Atlas Compliance Team. Please also refer to the Atlas' Global Whistleblower Policy.

We hope that Personnel will feel able to voice concerns openly. However, if you want to raise your concern confidentially, you may do it anonymously via the IRIS reporting system available in Atlas' public website. Reports will be maintained confidential unless disclosure is required or deemed advisable in connection with any governmental investigation or report, in the interest of Atlas, or in the legal handling of the matter. Please bear in mind that if a reporting person chooses to remain anonymous, the scope and outcome of the investigation may be impacted.

6.2 INVESTIGATION OF A POSSIBLE VIOLATION

All reports will be investigated. Recommended actions will be taken in light of the outcome of an investigation, including disciplinary steps where appropriate and consideration of whether any relevant authorities should be informed. It is important that reporting persons do not conduct their own investigations. Investigations of alleged violations may involve complex legal issues and acting on one's own may compromise the integrity of the investigation.

6.3 RETALIATION PROHIBITED

Atlas strictly prohibits retaliation, harassment, or intimidation against any Personnel or any other person who in good faith makes a report of suspected misconduct or wrongdoing.

Please also refer to the Atlas' Global Whistleblower Policy.

6.4 NO RIGHTS CREATED

This Policy states the fundamental principles and key policies and procedures that govern the conduct of Atlas' business as it pertains to applicable anti-bribery and anti-corruption laws. It is not intended to and does not create any rights in favor of, or any obligation to, any director, employee, or other Personnel, or any Third Party, client, supplier, competitor, stockholder or any other person or entity.

VII. TRAINING

Training on this Policy will be provided at each new Personnel's induction and through periodic training for all Personnel.

All Personnel must attend live training every calendar year either in person or by videoconferencing.

All Personnel with supervisory or management duties are also responsible for implementing the provisions of this Policy to help prevent violations. They must ensure that the Personnel under their direction or control are familiar with, and apply, the provisions of this Policy.

VIII. COMPLIANCE ACTIVITY RECORDS

The Atlas Compliance Team will maintain records of the following activities:

- all reported entertainment expenses;
- all reported gifts; and
- all donations to charities, communities and individuals.

Furthermore, the Atlas Compliance Team shall maintain records of:

- each completed due diligence questionnaire and all executed anti-bribery certifications when engaging agents, consultants, representatives or other Third Parties who interact with Government Officials; and
- all documentation, including the completed due diligence forms and original (and subsequent) anti-bribery certifications related to joint ventures, mergers and acquisitions and other equity transactions.

On a quarterly basis, the Atlas General Counsel will present a compliance report to the Board of Directors in respect of the matters covered by the Policy, which shall include reported compliance issues, the status of investigations, and actions taken or proposed in response. Such reporting shall maintain confidentiality, unless disclosure to relevant authorities is required.

IX. DISCIPLINARY ACTION

Violations of this Policy must be reported immediately upon discovery to the Atlas Compliance Team.

Disciplinary action, such as written warning, suspension, or termination, or any other consequences provided by the Atlas Code of Conduct, may be taken not only against those who authorize or participate directly in a violation of anti-bribery or anti-corruption laws, trade controls or this Policy, but also against:

1) any individual who deliberately fails to report a violation, or suspected violation, as required;
2) any individual who deliberately withholds material and relevant information concerning a

violation;

3) any individual who fails to co-operate with an investigation into an actual or potential violation; and

4) any offender's supervisor or manager, to the extent there was a lack of leadership, oversight, supervision or diligence.

X. REVISIONS AND AMENDMENTS

The Atlas General Counsel shall coordinate an annual review of this Policy and any related procedures and country-specific supplements. Any proposed revisions (other than to address clerical errors) shall be approved in accordance with the Atlas Approvals Protocol.

Availability:	Atlas Policies
Approved by:	Board of Directors
Approval Date:	March 5, 2025

ATTACHMENT A

EMPLOYEE CERTIFICATE

I acknowledge that it is my responsibility to read and comply with the Global Atlas Anti-Bribery and Anti- Corruption Policy (the "Anti-Bribery and Anti-Corruption Policy") and to ensure that those whom I supervise also comply. I certify that I have read and comply with the Anti-Bribery and Anti-Corruption Policy. I further certify that all questions, issues, or possible violations of laws prohibiting improper payments, bribes or kickbacks, including any matters involving the Anti-Bribery and Anti-Corruption Policy, which arose since my last certification have been discussed with the Atlas Compliance Team or the Atlas General Counsel, as required in the Anti-Bribery and Anti-Corruption Policy.

I certify that neither I nor (to my knowledge) any other person, including but not limited to, any person whom I supervise, has made, authorized, or offered to make any loan, gift, donation, payment, or transfer of any other thing of value, directly or indirectly, in cash or in kind to any "Government Official" as defined below or political party in connection with any business activity of the Atlas Renewable Energy platform (collectively "Atlas") in a manner that would violate the Anti-Bribery and Anti-Corruption Policy. For purposes of this certificate, a "Government Official" has the meaning in the Anti-Bribery and Anti-Corruption Policy, and includes: (i) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of, any (A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected), (B) political party, party official or political candidate, or (C) public international organization; or (ii) any person who exercises a public function for or on behalf of a country or for any public agency or enterprise of (or under the control or supervision of) that country.

I have no reason to believe that the books, records and accounts of Atlas do not, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Atlas. To the extent that my responsibilities relate to Atlas' accounting and record-keeping procedures, I certify that I have kept accurate and complete records and reports with respect to any issues related to the Anti-Bribery and Anti-Corruption Policy.

If I should learn or believe that Atlas or any of its representatives or business partners is, or may be, violating or causing Atlas to violate the Anti-Bribery and Anti-Corruption Policy, I will immediately advise the Atlas Compliance Team or the Atlas General Counsel.

_____ _____

Signature of Employee Date

_____

Printed Name and Title

ATTACHMENT B-1

ANNUAL CERTIFICATION OF COMPLIANCE FOR AGENTS, CONSULTANTS, REPRESENTATIVES AND OTHER THIRD PARTIES

I, [***name***], a duly authorized representative of [***name of agent, representative, or consultant company***] (the "Representative"), do hereby certify for and on behalf of such company, that neither I, nor to my knowledge any other person, including but not limited to every officer, director, employee, representative or agent of Representative who has had any direct involvement with any of the management or operations of the business of the Representative under the Agreement between Atlas and the Representative, has made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any "Government Official" and/or political party, in connection with any business activity of the Atlas Renewable Energy platform.

For purposes of this certificate, "Government Official" has the meaning in the Global Atlas Anti-Bribery and Anti-Corruption Policy and includes: (i) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of, any (A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected), (B) political party, party official or political candidate, or (C) public international organization; or (ii) any person who exercises a public function for or on behalf of a country or for any public agency or enterprise of (or under the control or supervision of) that country.

I will immediately advise the Atlas Compliance Team or the Atlas General Counsel should (i) I learn of any of the prohibited activities described above, or (ii) if there are any changes in the ownership or control of the Representative.

I hereby confirm that neither I nor any other person at the Representative company is a Government Official.

[REPRESENTATIVE]

_____

(Representative name)

Date:_____ By:_____

Name:_____

Title:_____

ATTACHMENT B-2

ANNUAL CERTIFICATION OF COMPLIANCE SECONDEES

I, [***name***], an employee of [xx] ("Company"), hired to provide services to Atlas as a secondee, do hereby certify, that neither I, nor to my knowledge any other person, including but not limited to every officer, director, employee, representative or agent of Atlas who has had any direct involvement with any of the management or operations of the business of the Company under the Agreement between Atlas and the Company, has made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any "Government Official" and/or political party, in connection with any business activity of the Atlas Renewable Energy platform.

For purposes of this certificate, "Government Official" has the meaning in the Global Atlas Anti-Bribery and Anti-Corruption Policy and includes: (i) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of, any (A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected), (B) political party, party official or political candidate, or (C) public international organization; or (ii) any person who exercises a public function for or on behalf of a country or for any public agency or enterprise of (or under the control or supervision of) that country.

I will immediately advise the Atlas Compliance Team or the Atlas General Counsel should (i) I learn of any of the prohibited activities described above.

I hereby confirm I am not a Government Official.

[REPRESENTATIVE]

_____

(Representative name)

Date:_____ By:_____

Name:_____

Title:_____

ATTACHMENT C

DUE DILIGENCE QUESTIONNAIRE
FOR CHARITABLE DONATIONS TO REGISTERED ENTITIES

1. Date of request (DD/MM/YYYY): | | | |

2. Name of the Receiving Party (recipient):

Address:
Telephone:
E-mail:

Section A: Should be filled out by the Atlas employee that will serve as the primary point of contact for the Charitable Donation:

3. Does any employee or representative of the Receiving Party have any professional relationship with any Atlas company?

YES ☐ NO ☐

If yes, inform below the names of the Receiving Party's and Atlas' employees or representatives.

Name	Position

4. To the best of your knowledge, are you aware if the Receiving Party or any of its management has been involved in any process or investigation relating to a financial crime, fraud, corruption, bribery, money laundering, etc.?

YES ☐ NO ☐

If yes, please specify:

5. Has an OFAC review been performed for the Receiving Party and all of its administrators (BOD members and legal representatives)?

YES ☐ NO ☐

6. Were there any "hits" during the OFAC search? Detail list

Name	Position

7. Amount of Charitable Donation: _____

_____

Will the donation be of products/ services or cash? Please, specify the type of donation:

What is the amount of Charitable Donation? Local Currency _____ / US$ _____

I certify to the best of my knowledge that this donation or contribution is not a condition for, or to influence any governmental action or decision or to secure any other improper advantage:

Requesting Party

_____

Signature

Name: _____

Position: _____

Date (DD/MM/YYYY): | | | |

Section B: Should be filled out by the Receiving Party:

1. Date of requirement (DD/MM/YYYY):

_____

Telephone:_____ Fax: _____ e-mail: _____

2. Legal Representative: _____

3. What benefits does the Receiving Party provide to the community?

_____

_____

_____

4. Does any employee or representative of the Receiving Party have any professional relationship with any Atlas company?

YES ☐ NO ☐

Name	Position

5. List names and official government identification number of the Receiving Party's administrators (Board of Directors and Legal Representatives):

Name and ID	Position

6. Is any employee of the Receiving Party (e.g., Board of Directors, Legal Representative, owner, stakeholder, director, manager, employee, etc.) part of a government agency or a government official?

YES ☐ NO ☐

Name	Position

7. Is any employee of the Receiving Party (e.g., Board of Directors, Legal Representative, owner, stakeholder, director, manager, employee, etc.) personally related to an employee of any Atlas company?

YES ☐ NO ☐

Entity		Atlas Employee	
Name	Position	Name	Position

10. Signatures

Entity's Legal Representative

Name:

Position: Date: (DD/MM/YYYY)

ATTACHMENT D

DUE DILIGENCE QUESTIONNAIRE FOR THIRD PARTIES

Third Party's Name: _____

Address: _____

Phone: _____ E-mail: _____

Natural Person ☐ Legal Person ☐

Section A should be filled out by the responsible person in Atlas, in support of the activities in the contracting process with a Third Party (the "Contractor").

SECTION A:

Is the Contractor part of any government entity? YES ☐ NO ☐

Which _____

Has the Contractor any personal relationship with a government official, such as family member or close associate? YES ☐ NO ☐

What type? _____

What type of services will the Contractor render?

_____

_____

_____

Estimated time of the services: _____

What were the reasons to choose this Contractor?

_____

_____

_____

_____

What will be the total amount of the services paid to the Contractor? _____

Is this amount comparable to the market? YES ☐ NO ☐

If no, what are the reasons for agreeing to pay this amount?

_____

_____

_____

_____

Are you aware if the Contractor or any of its related companies have been involved in any kind of financial crime investigation, fraud, corruption bribery, money laundering, etc.?

YES ☐ NO ☐

_____

If yes, please give details in an additional page.

Has an OFAC review been performed for the Contractor and all of its administrators (BOD members and legal representatives)?

☐YES NO ☐

Were there any "hits" during the OFAC search? Detail list:

Name	Position

Signature

Name: _____

Position: _____

Date: _____

Section B must be filled out by the Third Party ("the Contractor") as a support of the activities in the contracting process.

SECTION B:

Name ("the Contractor"): _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Owner: _____ Legal Representative: _____

Please provide full legal names, identification number, and position of the legal representatives and employees who will interact with government officials

Name & ID Number	Position

Is the Contractor part of any government entity? YES ☐ NO ☐

Which _____

Is the Contractor part of any larger corporate group? YES ☐ NO ☐

If yes, list the companies or corporations in an additional page, indicating, name, official government identification number, and address for each one.

Is any owner, controlling shareholder, director, officer, senior level employee or agent a government official?

YES ☐ (If yes, attach details) NO ☐

_____

Signature of Contractor

Name: _____

_____

Date: _____

ATTACHMENT E

ANNUAL CERTIFICATION OF COMPLIANCE
FOR JOINT VENTURE PARTNERS AND JOINT VENTURES

I, ____, a duly authorized representative of _____(the "Company") do hereby certify for and on behalf of the Company that neither the Company nor, to my knowledge any officer, director, employee, representative or agent of the Company have offered or agreed to make any loan, gift, donation or payment or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any Government Official (as defined below) or political party to obtain or retain business or to secure any improper advantage for the Company or _____(the "Joint Venture"). For purposes of this certificate, "Government Official" has the meaning in the Atlas Global Anti-Bribery and Anti-Corruption Policy, and includes: (i) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of, any (A) government, including any national, regional or local government (including, but not limited to, someone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected), (B) political party, party official or political candidate, or (C) public international organization; or (ii) any person who exercises a public function for or on behalf of a country or for any public agency or enterprise of (or under the control or supervision of) that country.

I will immediately advise _____ [FILL IN THE COMPANY OR THE PARTNER IF ATLAS IS GIVING CERTIFICATE] should I learn of any violation of any applicable anti bribery laws which would be reasonably likely to affect the Joint Venture.

[NAME OF COMPANY]

[SIGNATURE]

[TYPED NAME] [DATE]

ATTACHMENT F-1

MEETINGS AND VISITS TO AND FROM GOVERNMENTAL ENTITIES AND OFFICIALS

A. Notice of Meeting with Government Officials

In the event of a visit or meeting with a Government Official, whether at the national, regional or local level, and whether environmental, labor, sectorial, fiscal, semi-fiscal, or of another nature, where substantive or relevant matters are discussed, reviewed or agreed, the Personnel who meet with the official must notify in advance (in case of pre-scheduled meetings) or immediately (if the visit is not pre-scheduled) the manager of the corresponding area. Likewise, the heads of the areas involved must be notified in writing about meetings that take place outside of Atlas offices or facilities.

B. Meeting Participants

All meetings and calls with Government Officials should be made by a minimum of two Personnel (one of whom should be an Atlas employee) and, if the matter is of a legal nature, a member of the Atlas Legal Team, if possible. If a Third Party will attend the meeting, such Third Party must have been approved by the Atlas Compliance Team in accordance with this Policy.

Development, environmental and/or social consulting firms already vetted by the Atlas Compliance Team may meet with Government Officials without the presence of Atlas employees.

C. Minutes of Meetings

Unless the Atlas Compliance Team has approved an exception in accordance with this Attachment, minutes or a summary of every meeting with a Government Official must be delivered to the Atlas Compliance Team within 5 business days following the meeting. The minutes must list the persons who were present, the date, time and location of the meeting, and state the main matters discussed. A form of such minutes is contained below.

The minutes should be kept by the Atlas area and the Atlas Compliance Team. The Atlas Compliance Team will maintain a log of all meetings with Government Officials.

The Atlas Compliance Team may approve of exceptions from this minutes requirement for Atlas teams who regularly liaise with Government Officials as part of their daily business (e.g., Personnel who are negotiating a financing with an international financial institution), provided that procedures are established for periodic reporting to the Atlas Compliance Team of the names of the Government Officials, the general matters discussed, and the range of dates when discussions took place.

D. Agreements with Government Officials

No agreements may be reached or signed with a Government Official without the knowledge and pre-approval of the Atlas Legal and Compliance Teams.

ATTACHMENT F-2

FORM OF MINUTES
FOR MEETINGS OR VISITS TO/FROM GOVERNMENT ENTITIES AND OFFICIALS

Project:_____
Name of Government Official and Entity: _____
Date of Meeting: _____ Time:_____ Place:_____

Attendees:
[Include name of each attendee, including Atlas contributors and consultants, name of position, and who they represent.]

Order of the day / Reason for visit:

Summary of topics discussed:

Pending commitments (if any):

Date of next meeting (if any): _____

Name of Atlas contributor preparing the minutes: _____

Signature: _____ Date:_____


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