



Related Parties Transactions Policy

May 2nd, 2024



Related Parties Transactions Policy

1. Purpose and Application

The purpose of this Related Parties Transaction Policy ("Policy") is to establish the rules to be observed by all Members of Abra Group Limited and its Subsidiaries (the "Company") and its Affiliates with respect to Related Party Transactions in order for such transactions to be entered into in accordance with appropriate governance arrangements and applicable laws and the regulations of any securities commission or stock exchange in which the securities of the Company are listed, if any.

This Policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

All organizations in which Abra holds a stake shall adopt this Policy. Should any Subsidiary have its own related parties transactions policy, such policy shall prevail with respect to such subsidiary.

2. Definitions

Abra Group: The Company and its Subsidiaries, together.

Affiliates: With respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with, such Person.

Company: Abra Group Limited and its Subsidiaries.

Conflicts of Interest: Situations in which the individual's personal interests, or someone related to him (whether internal or external), may overlap with the Company's interests, i.e. situations in which the Member by acting, or not, can benefit himself or his Family Members or others in their relationship. Examples include (without limitation):

- (i) for a Member to participate in hiring a supplier who is the Member's brother or close friend;
- (ii) where a member (or a Family member) takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively;
- (iii) when a Member (or a Family member) receives improper personal benefits as a result of his or her position in the Company.

Control: The power to directly direct the management or policies of a Person, as evidenced through the resolutions taken on the three prior annual shareholders' meetings, provided that the direct ownership of more than 50% (fifty per cent) of the voting share capital of a Person is deemed to constitute control of that Person, and "controlling" and "controlled" have corresponding meanings.

Family members: For the purposes of this Policy, members of a person's family are considered to be family members, those family members of whom they can be expected to exercise influence or are influenced by the person in the business of those members with the entity and include (without limitation):

- A. any lineal descendant of the Member, including the children or grandchildren of the Member or the Member's spouse or partner;
- B. a Member's spouse or partner;
- C. a brother or sister of the Member or the Member's partner; and
- D. a dependent on the Member, spouse or partner.

Members: All employees and executives of the Company, members of the Board (and any committees thereof) in the performance of their duties.

Person: means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

Related Party: means, in relation to the Company:

- A. an affiliate of the Company;
- B. a director, officer or employee of an affiliate of the Company;
- C. a director, officer or employee of an affiliate of the Abra Group;
- D. a Family Member of one of the Persons mentioned in paragraphs (B) and (C) above; or
- E. a direct shareholder of the Company that holds (together with its affiliates) more than 2% of the outstanding shares of the Company, in the aggregate, and each affiliate of such direct shareholder.

Related Party Transaction: Any transaction between the Company and/or any of its Subsidiaries, on the one hand, and any Related Party, on the other hand. This also includes any material amendment or modification to an existing Related Party Transaction.

Shareholders' Agreement: means the shareholders' agreement relating to the Company together with the Abra Board Authorization Protocol (in both cases as may be in force and amended from time to time).

Subsidiary: means any direct or indirect subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) of the Company.

Persons: means any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership.

Related Party: means, with respect to a Person, each of the following:

- A. each member of such Person's board of directors, supervisory board of equivalent body;
- B. each member of such Person's senior management;
- C. each Person holding, directly or indirectly, more than 5% (five per cent) of the voting or non-voting share capital of such Person;
- D. each of the parents, children and siblings of the Persons falling under items (a) through (c) above;
- E. each of the spouses of the Persons falling under items (a) through (d) above; and
- F. each of the Affiliates of the Persons falling under items (a) through (e) above.

Related Party Transactions: means the transfer of resources, services or obligations between Related Parties regardless of whether or not a value is allocated to the transaction.

3. Authorities, Responsibilities and Duties

The authority and responsibility of each of the relevant persons with respect to each Related Party Transaction is set out below.

Each Member shall:

- A. Observe the terms and conditions of this Policy; and
- B. Communicate conflicts of interest identified in Related Party Transactions and otherwise to the manager of the area that is responsible for the transaction or another person responsible for the transaction (the "Transaction Manager"), and to the legal and compliance team of the Company (the "Legal and Compliance Team") as soon as each Member becomes aware of them. Any other conflicts of interests affecting a Member which are unrelated to Related Party Transactions should be communicated the Legal and Compliance Team, to the Chairman of the Audit Committee, to the Audit Committee or to the Hotline of the Company.

Transaction Managers shall:

- A. Have knowledge of the terms and conditions of this Policy and ensure this Policy

is complied with;

- B. Map and control any possible Related Party Transaction under its contracting responsibility, whether procurement, contracting services, financial transactions, and others;
- C. Immediately inform the Legal and Compliance Team of the Company of all Related Party Transactions;
- D. Define additional measures for conflict mitigation, when necessary, and submit such measures to the Legal and Compliance Team for evaluation; and
- E. Ensure that the supporting documentation relating to Related Party Transactions is properly filed at the Company's headquarters.

The Legal and Compliance Team shall:

- A. Receive and document Conflicts of Interest identified in Related Party Transactions and otherwise and inform the Audit Committee accordingly;
- B. Forward recommendations relating to Related Party Transactions to the Audit Committee, as deemed necessary;
- C. Monitor compliance with and effectiveness of the terms and conditions of this Policy;
- D. Inform, on a quarterly basis, to the controller (the "Controller") all the Related Party Transactions in order to certify that the Related Party Transactions are disclosed in accordance with any applicable legal requirements and the regulations of any securities commission or stock exchange in which the securities of the Company are listed, if any;
- E. Every two years review this Policy in accordance with good governance practice, applicable law or the regulations of any securities commission or stock exchange in which the securities of the Company are listed, if necessary.

The Controller shall disclose Related Party Transactions in accordance with the requirements of applicable law and the regulations of any securities commission or stock exchange in which the securities of the Company are listed, if any.

The Audit Committee shall:

- A. Evaluate and define the application of measures to mitigate the Conflicts of Interest identified in Related Party Transactions and otherwise;
- B. Ensure compliance with the legal requirements and terms and conditions of this Policy;

- C. Monitor compliance with and the effectiveness of the terms and conditions of this Policy, in accordance with the articles of association of the Company (the “Articles of Association”) and the Shareholders Agreement;
- D. Every two years review and validate this Policy to reflect changes, if any, to applicable law, the corporate governance practices of the Company and the Articles of Association and submit such changes to the approval of the Board;
- E. Examine cases of violation of the Policy and recommend to the Board to take measures deemed appropriate).

All Related Party Transactions shall require Board approval in accordance with the Articles of Association and the Shareholders’ Agreement. All Conflicts of Interest in connection with Related Party Transactions shall be disclosed to the Audit Committee and to the Board.

In the event the Company becomes aware of a Related Party Transaction with a Related Party that has not been approved under this Policy prior to its consummation, the matter shall be reviewed by the Board. The Board shall evaluate all options available to the Company, including ratification, revision or termination of the Related Party Transaction. The Board and/or the Audit Committee shall also examine the facts and circumstances pertaining to the failure of reporting such Related Party Transaction in accordance with the terms of this Policy, and shall take any such action it deems appropriate.

The Board, the Audit Committee and the Legal and Compliance Team shall act in such a way as to ensure that all decisions involving Related Parties take into account and promote the interests of the Company and its shareholders as a whole, ensuring transparency and the adoption of the appropriate corporate governance practices in the negotiation and execution of such operations.

All Members shall ensure that any Related Party Transactions, regardless of the amounts involved:

- A. Are concluded in writing, specifying in the underlying documentation its main characteristics, form, prices, deadlines, guarantees, quality standards, taxes and fees, conditions of subcontracting, rights and responsibilities;
- B. Are carried out on customary arm’s length terms, evidenced by documentation and in accordance with the requirements of this Policy and any other policy of the Company that applies to Related Party Transactions; and
- C. Are performed with the applicable corporate approvals, as provided in the Shareholders’ Agreement.

In addition to the rules set out in this Policy, other policies of the Company may also apply to Related Party Transactions.

4. Conflicts of Interest

If a Member has a Conflict of Interest with respect to a Related Party Transaction, the Member shall refrain from intervening in the Transaction.

A Board member, who has a Conflict of Interest whether relating to a Related Party Transaction or otherwise, shall declare the nature and extent of their interests in connection with the transaction to the other Board members ahead of the relevant board meeting in accordance with the Articles of Association and the requirements of the Companies Act 2006 and such detail shall be recorded in the minutes of the relevant Board meeting. The Officers who have a Conflict of Interest shall declare the nature and extent of any Conflict of Interest they have to the Transaction Managers. The Transaction Managers will indicate the measures to be adopted to eliminate or mitigate the identified conflicts. These measures must be submitted to the Compliance Team for evaluation and recommendation of different or additional measures.

The Legal and Compliance Team shall document, in a unified manner, all conflicts identified in Related Party Transactions and the measures adopted to eliminate or mitigate these conflicts (including the resolutions made for their definition), ensuring the confidentiality of the process. The Legal and Compliance Team shall keep the apprised of all Conflicts of Interests and measures adopted for their mitigation, as necessary.

Any Member who has a Conflict of Interest shall refrain from taking any decision in its capacity as a Member on any matter to which such Conflict of Interest relates.

5. Prevalence

In case of a conflict between this Policy and the Articles of Association, the Articles of Association shall prevail.

In case of a conflict between this Policy and the Shareholders' Agreement, the Shareholders' Agreement shall prevail.

6. Miscellaneous

Capitalized terms used but not defined in this Policy shall have the meaning ascribed to them in the Articles of Association.

Violations of this Policy may result in disciplinary and legal action for all Members, regardless of their hierarchical level or position.

In case of violations, the cases must be examined by the Legal and Compliance Team and the Audit Committee of the Company, and then submitted to the Board for the Board to adopt the appropriate measures, holding those responsible for the violations to the penalties established in the applicable law and the regulations of any securities commission or stock exchange in which the securities of the Company are listed, if any.