

# Anti-bribery and corruption Policy



LOG is committed to the highest standards of bribery and corruption prevention, as part of its values and integrity. Bribery or corruption, of any kind, in any jurisdiction, regardless of local practice or custom, are strictly prohibited. This basic principle is rooted in all our doing and in our expectation of ourselves and all our stakeholders.

This policy presents our commitment to the fight against bribery and corruption in all our business activities.

## LOG hereby undertakes to be fully compliant with all of the foregoing:

- In any event suspicion arises to the Company with respect to the LOG's compliance with any section herein related to anticorruption and anti-bribery, LOG, immediately upon Company's request, shall provide Company with reasonable access to LOG's books, records and other documentation related to the Agreement or LOG's work with Company, and the Company shall have the right to audit LOG.
- LOG shall, in performing its obligations under the Agreement, comply with all applicable laws and regulations, including without limitation the Foreign Corrupt Practices Act of 1977 and the Israeli Penal Law, 1977.
- Upon the request of the Company, and at least on an annual basis, LOG shall certify that it has not, and to its knowledge no other person, including, inter alia, any owner, director, employee, representative or broker of LOG has made, offered to make, agreed to make or authorized, any payment, loan, donation, gift or any other transfer of value, directly or indirectly, to or for the benefit of, any governmental official, political party, party official or candidate for public or political office, in order to obtain or retain business, or secure any improper advantage. LOG further agrees that should it learn of any such payment or offer in connection with the Company, the Company's business, Company's Products or LOG's services it shall immediately advise the Company of such knowledge or suspicion.
- LOG shall cooperate with Company with respect to any inquiry, dispute or controversy in which Company may become involved and of which LOG may have any knowledge.
- LOG undertakes not to require or receive, directly or indirectly, any compensation from any third party which is directly related to the sale of the Company's Product or Services.
- LOG undertakes not to make, directly or indirectly, any payment or to provide any gratuity, emolument or other benefit to any government official, political party, party official or candidate for public or political office.
- LOG affirms that it has not and agrees that it will not, in connection with the services it will provide under the Agreement or in connection with any other business involving Company make, offer, promise, agree to make or authorize any payment or transfer of anything of value, directly or indirectly to: (i) any government official; (ii) any political party, party official or candidate for public or political office; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given or promised, directly or indirectly, to anyone described in items (i) or (ii) above; (iii) any director, employee, representative or broker of Company or any of its affiliates; or (iv) any other person or entity if such payment or transfer would violate the law. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. This

section does not, however, prohibit the providing of reasonable and customary meals and entertainment in the normal course of business or the giving of business mementos of nominal value.

## LOG hereby Represents and Warrant as follows:

- LOG hereby represents and warrants that no director, employee, or owner of LOG, or any representative, consultant or broker of Log who will be involved in LOG's work for Company, is a Government Official, political party official or candidate for public or political office, or a close family member or designee of such an official or candidate. In the event that during the Agreement Term there is a change in the information contained in this paragraph, Log agrees to make immediate disclosure to Company with respect thereof.
- LOG represents that it has not been, convicted of any financial crime, is not currently under a known investigation or been indicted for any such crime, has not been debarred, suspend or appear on any sanctions lists worldwide, including, but not limited to, the US Specially Designated Persons List, Denied Parties Lists, Prohibited Parties List, any similar list of other countries and/or international organizations (Including the World Bank and other international monetary funds) and/or on the US, Israeli or other nations international terrorist watch lists.

# **Ensuring policy implementation**

- LOG's ABAC policy implementation supervised by a dedicated steering committee chaired by the company's CEO.
- All employees and managers of the organization are committed to promoting this policy.

# Scope

LOG's ABAC policy serves as a declaration of its management and executive's commitment towards all our stakeholders and applies to all activities of the Company and its subsidiary throughout the entire value chain.

# Policy communication and transparency

The policy is available to all of the Company's stakeholders on the Company's website. We also publish an annual sustainability report in accordance with the standards of the "Global Reporting Initiative" (GRI) on the LOG website, in which we report transparently on ABAC indicators.

We invite our stakeholders to send suggestions and ideas for implementing solutions in the field to: <u>ESG@logpac.com</u>