

## ANTI-BRIBERY AND CORRUPTION POLICY OF OZON HOLDINGS PLC AND THE OZON GROUP OF COMPANIES

### **General Provisions**

- 1.1 The anti-bribery and corruption policy (the “**Policy**”) of the Ozon Group includes principles, procedures and specific actions intended to prevent, detect and eliminate corrupt practices and non-compliance with Anticorruption Laws.
- 1.2 The Ozon Group is acting in accordance with the Anticorruption Laws, with regard to the provisions of the International Standard ISO 37001:2016 “Anticorruption Management System” and international and Russian best practices in compliance and corporate governance.
- 1.3 The purpose of this Policy is to:
  - (a) ensure that the Ozon Group complies with Anticorruption Laws and high standards of business ethics;
  - (b) minimise the risk that the Ozon Group and its Employees could be involved in corrupt practices;
  - (c) implement Anticorruption Compliance procedures at all levels of the Ozon Group;
  - (d) inform investors, Counterparties, Customers, State and municipal bodies that the Ozon Group does not tolerate corruption in any form whatsoever;
  - (e) establish liability for Employees for failure to comply with the Policy.
- 1.4 Capitalised terms and definitions unless stated otherwise have the meaning provided in Annex 1.

### **2. Application**

- 2.1 All Employees, regardless of their position, division or region, must:
  - (a) familiarise themselves with the Policy;
  - (b) strictly adhere with the Anticorruption Laws, the Policy and Anticorruption Compliance procedures;
  - (c) attend trainings in business ethics and Anticorruption Compliance in time and as provided by the HR Training Group.



- 2.2 The Ozon Group company's senior management (including chief executive officers) and Directors shall demonstrate a personal example of commitment to being honest, ethical and non-tolerant for corrupt practices (to set the "tone at the top").

### **3. Familiarisation with the Policy, Trainings and Communication**

- 3.1 Counterparties and Customers will be informed about the rules of this Policy by receiving information messages on the Ozon Group company's website or through their personal accounts.

### **4. Prohibition of Corruption**

- 4.1 This Policy strictly prohibits corruption, including the receipt or offering of Bribes or Kickbacks, however disguised, by any of Ozon Group company or any of its Employees.

- 4.2 No Employee may, directly or indirectly, offer, promise, agree to pay, authorise payment of, pay "anything of value" or provide any financial or other advantage to any person (including Government Officials) in order to secure, induce, or reward an improper benefit or improper performance of a function or activity; or with the corrupt purpose of obtaining or retaining business or securing any improper business advantage.

Definition of "anything of value" is broad and includes travel, meals, gifts, and other tangible or intangible benefits, such as favours and services, loans, favourable financial terms, and loan guarantees, investment or business opportunities, the use of property or equipment, or job offers, etc.

- 4.3 The Ozon Group also prohibits its Employees to request, receive, or agree to receive anything of value, or any financial or other advantage, in order to induce or reward the improper performance by them or anyone else of a relevant function or activity.

- 4.4 The above conduct is prohibited also if:

- (a) a Bribe or a Kickback is transmitted indirectly via a third party (e.g., via a Relative),
- (b) the expected result of giving a Bribe or a Kickback is not achieved,
- (c) a Bribe or a Kickback is given in a form other than money (services, property, property rights),
- (d) any person (including a Government Official or a Counterparty Representative) demands a Bribe or a Kickback or threatens to take action against the Ozon Group company or the Employee if the demand is not met.

### **5. Rules and Procedures**

- 5.1 Cooperation with Government Officials

- 5.1.1 Grease or Facilitation Payments are Bribes. Any such payments are prohibited. Grease or Facilitation Payments do not include administrative fees and payments to expedite the supply of services that are paid to an organisation (and not to a government official personally) and for which a sales receipt can be obtained.

- 5.1.2 Bribes may be arranged as job offers. Special care must be taken when hiring a Government Official or his/her Relative to avoid the appearance of impropriety or a conflict of interest.

In cases and as prescribed in Russian laws, the Company arranges submission of report on hiring of a former Government Official to the last duty station.

## 5.2 Interactions with Counterparties

- 5.2.1 The Ozon Group welcomes partnership development with Counterparties that uphold ethical business standards. The Ozon Group undertakes reasonable efforts to minimise the risk of business with Counterparties that might be involved in corrupt practices.
- 5.2.2 The Ozon Group takes necessary measures to include Anticorruption Clauses in contracts with Ozon Group's Counterparties that require Counterparties to comply with the material provisions of this Policy, unless the relevant Counterparty has in place its own policies and procedures to prevent bribery and corruption, and such policies are equivalent in effect to this Policy. The Anticorruption Clause includes an obligation to comply with the material provisions of this Policy.
- 5.2.3 Prior to commencing a business relationship with a Counterparty, a due diligence procedure and risk assessment must be undertaken by the Ozon Group company in accordance with the Ozon Group KYC Policy and internal procedures. Each existing Counterparty is subject to subsequent KYC checks on a regular basis.
- 5.2.4 The Ozon Group does not enter into transactions with Counterparties which did not pass KYC.
- 5.2.5 If Counterparties participate in the Ozon Group's procurement (tender) procedure, the Ozon Group company selects them in accordance with applicable internal procurement policy.

## 5.3 Gifts and Hospitality Expenses

### 5.3.1 General Guidance on Gifts and Hospitality

- (a) Reasonable business Gifts and Hospitality expenses are part of generally accepted business practices. However, such Gifts and expenses may carry corruption risks, and could involve a breach of Anticorruption Laws and of this Policy.
- (b) Employees must never ask for Gifts, Hospitality or Entertainment, or any other business courtesies from Counterparty Representatives or any other people doing business with the Ozon Group company.
- (c) Gifts or other business courtesies are only permissible if they:
- (i) Do not hide a reward for improper performance of duties, are not provided in order to obtain a competitive or other advantage, do not influence a decision regarding a transaction or have any other illegal or unethical purpose;

- (ii) Do not create a reputational risk for the Ozon Group company;
- (iii) Do not impose or be intended to impose any moral obligation whatsoever on the recipient, e.g. a “*quid pro quo*” or a compulsion to “return a favour”;
- (iv) Are not prohibited by Anticorruption Laws or the internal policies of the Ozon Group company or Counterparty or any other person doing business with the Ozon Group company.

## 5.3.2 Private Sector Gifts

- (a) Gifts given to or received from Counterparty Representatives or any private person doing business with the Ozon Group company are permissible if:
  - (i) The value of the Gift does not exceed RUR 10,000 (or its equivalent in other currency), and
  - (ii) The Gift is appropriate for the specific situation (e.g. official, traditional or professional celebrations), and
  - (iii) The Gift is given or accepted without an expressed or implied understanding that either the provider or the recipient are in any way obligated by the acceptance or offering of the Gift, or that the Gift is not offered/accepted in connection with a particular business decision already made or forthcoming (e.g. during the negotiation period of an agreement or a procurement procedure), and
  - (iv) The Gift is a marketing souvenir (stationery, calendar, etc.) or is generally accepted (flowers, sweets, etc.).
- (b) Gifts of cash (or cash equivalents such as money orders or payment of personal bills or expenses, securities, provision of loans), as well as luxury goods (jewellery, furs, etc.) should never be given or accepted.

## 5.3.3 Private Sector Hospitality

- (a) All Hospitality given or received should have a legitimate business purpose for both the provider and the recipient, for example to develop or strengthen a business relationship, to demonstrate or explain products or services, and should not be purely social or otherwise unrelated to the Ozon Group company’s legitimate business interests. A Hospitality event is expected to have a clear programme that contains mostly business-related events and meetings rather than Entertainment.
- (b) An invitation to a Hospitality event should not be made or accepted if this may affect the objectivity or propriety (or the appearance of objectivity or propriety) of any business decision by either the provider or the recipient, either already made or forthcoming (e.g. during the negotiation period of an agreement or a procurement procedure).

- (c) The value of the Hospitality event for one invitee must not exceed RUR 10,000 (or its equivalent in other currency).
- (d) Employees of the Ozon Group company are prohibited to accept from the inviting party or spend for the invited persons the following Hospitality expenses:
  - (i) Expenses for accommodations, transportation or purely entertaining events (that may either be a separate event or a part of a Hospitality programme);
  - (ii) Payments for Relatives or companions of intended participants in the Hospitality events;
  - (iii) Payments for unusual, extravagant, unnecessarily luxurious events;
  - (iv) Payments unrelated to usual business Hospitality of the Ozon Group company, e.g. holidays, entertainment during holidays, the prevention of diseases or medical treatment, etc.

#### 5.3.4 Government Officials Gifts and Hospitality

- (a) Gifts to Government Officials are permissible if:
  - (i) The value of the Gift does not exceed RUR 3,000 (or its equivalent in other currency); and
  - (ii) The Gift is appropriate for the specific situation (e.g. official, traditional or professional celebrations); and
  - (iii) The Gift is a marketing souvenir (stationery, calendar, etc.) or is generally accepted (flowers, sweets, etc.).
- (b) The Ozon Group company may invite Government Officials to participate in official business Hospitality events of the Ozon Group company (excluding Entertainment). Participation of a Government Official in a Hospitality event should have a legitimate business purpose (for example, to demonstrate, explain or advise on products or services of the Ozon Group company), and must not be purely social or otherwise unrelated to the Ozon Group company's legitimate business interests. The value of the Hospitality event for one Government Official must not exceed RUR 3,000 (or its equivalent in other currency).
- (c) The following expenses in connection with Government Officials Gifts and Hospitality are prohibited:
  - (i) Payments for any Gifts that do not comply with the rules of this Policy;
  - (ii) Payments for participation of Government Officials in Entertainment (this includes any Entertainment, even in the course of Hospitality events, and in particular any unusual, extravagant or luxurious events);

- (iii) Expenses for accommodations or transportation to Hospitality events;
- (iv) Payments for Relatives or companions of Government Officials in the Hospitality events;
- (v) Payments unrelated to usual business Hospitality of the Ozon Group company, e.g. holidays, entertainment during holidays, the prevention of diseases or medical treatment, etc.

## 5.4 Conflicts of Interest

5.4.1 The Ozon Group aims to prevent and to manage Conflicts of Interest. The Ozon Group is governed by the following principles:

- (a) Information about the Conflict and its resolution shall remain confidential;
- (b) The significance and risk of damage resulting from each Conflict of Interest for the Ozon Group company shall be considered on an individual basis;
- (c) The Ozon Group's aim is to maintain a balance between the interests of the Ozon Group company and of the Employee involved in the Conflict;
- (d) The Ozon Group protects its Employees from retaliation connected with the reporting of a Conflict of Interest.

5.4.2 Given that Conflicts of Interest are a risk for the Ozon Group, the Employees must:

- (a) Perform his/her duties in the Ozon Group company in good faith, avoiding, as far as possible, situations that might result in a Conflict of Interest;
- (b) Perform his/her duties acting solely in the interest of the Ozon Group company, and not in personal interest or the interest of his/her Relatives and friends;
- (c) Assist the Ozon Group company in resolving Conflicts of Interest.

## 5.5 Participation of the Ozon Group company in Charity Activities

5.5.1 As a socially responsible business, the Ozon Group company may participate from time to time in charitable activities through charitable foundations and non-for-profit organisations.

5.5.2 Charity aid may not be given to political parties or commercial and religious organisations.

5.5.3 Charitable contributions or other involvement of the Ozon Group company in a charitable project should not hide corrupt payments or influence on anyone, including Government Officials or Counterparty Representatives.

- 5.5.4 The Ozon Group company does not fund or participate in charitable projects in order to receive advantages in commercial activities. For this reason, the Employees shall not consider making charitable donations or participate in charitable activities on behalf of the Ozon Group company when entering into agreements or conducting projects that may depend on such donations.
- 5.5.5 The Ozon Group company set out rules and procedures regarding charitable activities in a separate Charity Policy.
- 5.5.6 The Ozon Group company participates in charitable activities on the basis of a written agreement that contains an Anticorruption Clause and provisions that allow the Ozon Group company to audit whether the donations were used for their designated charitable purpose (in particular, to review reports on the use of funds and the documents showing their recognition and expenditure, etc.).

## 5.6 Political Activities

- 5.6.1 The Ozon Group company does not take part in political activities and does not make political donations, fund political parties, organisations and foundations connected with them.
- 5.6.2 The Ozon Group company does not distribute campaign materials in favour of any political party or organisation in its subdivisions, including at pick-up points and agency pick-up points.

## 5.7 Record Keeping and Internal Control

- 5.7.1 The Ozon Group company will maintain books, records and accounts which, in reasonable detail, accurately, fairly and timely record and reflect all of the Ozon Group company's transactions. Misrepresentation or falsification of primary documents, books, records and accounts is prohibited by Anticorruption Laws and is considered to be fraud. Fraudulent or misleading accounting entries or claims for reimbursement of expenses are not permitted in the Ozon Group company's accounting records.
- 5.7.2 The Ozon Group company will maintain a system of internal accounting controls sufficient to reinforce compliance with this Policy and to provide reasonable assurance that transactions are executed in accordance with required approvals and are recorded as required to prepare financial statements in accordance with applicable accounting principles.

## **6. Reporting Suspicious Activity and Violations. Conducting Investigations. Prohibition of Retaliation**

- 6.1 If you suspect or are aware of any violation of Anticorruption Laws or of the Policy, either conducted or planned, please report them to the Compliance Hotline using phone numbers and email addresses in section Compliance Hotline on ozon.ru.
- 6.2 The Compliance Hotline may be contacted anonymously. However, the availability of contact information for feedback will enable the Ozon Group company to clarify the necessary details during an investigation and provide timely feedback to the person who submitted the report.

- 6.3 Review of reports and, if necessary their internal investigation, are conducted in a timely manner, subject to confidentiality requirements and in accordance with the internal investigations procedures of the Company.
- 6.4 The Ozon Group shall not retaliate and prohibits all retaliation by any other person, against any person that reported violations in good faith and/or voluntarily supported or participated in the investigation of such violation. The person acts in good faith if he/she has a reason to believe that the information provided by him/her is true even if it will not have been confirmed as a result of the investigation.
- 6.5 The Ozon Group company deems a breach of confidentiality of an investigation, or retaliation against Employees who have in good faith reported actual or suspected misconduct or have assisted in an investigation, to constitute serious non-compliance with the Policy.

## **7. Consequences of Non-Compliance with the Policy. Liability**

- 7.1 All the Employees regardless of their position and Directors must comply with the Policy.
- 7.2 Violation of the Policy or intentional provision of false information in course of any investigation of violation of the Policy may result in the imposition of disciplinary sanctions on the Employees, up to termination of employment, and compensation of damages caused by actions of such Employee.

## **8. Collaborations with Law Enforcement Agencies, Participation in Collective Initiatives for Anticorruption Purposes, Certification**

- 8.1 The Ozon Group company may file a request with law enforcement agencies to prosecute a person for administrative or criminal liability when the person's actions are considered to be indications of an administrative or criminal offence.
- 8.2 The Ozon Group company shall assist law enforcement agencies in carrying out: measures to eliminate or to investigate corruption offences conducted on the basis of the Ozon Group company's request, inspections of the Ozon Group company's activities or requests to the Ozon Group company regarding matters of corruption prevention.
- 8.3 The Ozon Group company may take part in collective anticorruption initiatives, seminars and forums dedicated to anticorruption issues. The Ozon Group company may join any business ethics association.
- 8.4 The Ozon Group company may obtain certification from specially accredited institutions in international standards of anticorruption management and compliance systems (e.g. ISO 19600:2014, ISO 37001:2016).

## **9. Compliance Monitoring and Policy Amendments**

- 9.1 Legal Department (Compliance), if necessary, initiates an update of the Policy and/or internal regulations relating to the Policy.
- 9.2 Legal Department (Compliance) maintains a records management system sufficient to ensure compliance with the Policy, including recording of the monitoring results.



- 9.3 The Policy will be implemented in all Ozon Group companies and adopted in accordance with the charter or by-laws of respective Ozon Group company. Any substantive amendments (such as implementation of new compliance rules and procedures to the Policy) to the Policy or internal regulations relating to the Policy will be adopted in accordance with the charter or bylaws of Ozon Group company. The Policy or its internal regulations may be technically modified or updated.
- 9.4 This Policy supersedes any prior Ozon Group companies' policies covering the same subject matter. If any of the internal regulations of Ozon Group companies contradicts this Policy, the Policy will prevail.

## ANNEX 1 TERMS AND DEFINITIONS

**Anticorruption Laws** shall mean Federal Law No. 273-FZ “On the Prevention of Corruption” dated 25 December 2008, the Measures for the Prevention of Corruption in Organisations dated 19 September 2019, approved by the Russian Ministry of Labour and of Social Protection, the US Foreign Corrupt Practices Act 1977, as amended (FCPA) and the UK Bribery Act 2010 (UKBA), as well as other anti-bribery and anticorruption laws and regulations applicable to the Ozon Group.

**Anticorruption Clause** shall mean a section or provisions in the Ozon Group company’s contract or agreement where the parties agree not to allow corrupt practices when performing their contractual obligations and provide responsibility for breaches. The anticorruption clause recommended for use in the contracts of the Ozon Group company is contained in the model contracts developed by the Ozon Group company.

**Anticorruption Compliance** shall mean activities of the Ozon Group company intended to preserve the corporate culture; compliance with the rules and procedures for the prevention of corruption offences; investigation of corruption offences; minimisation and/or elimination of the consequences of corruption offences.

**Bribe** shall mean anything of value given to influence an action (or inaction) of the state official recipient or the recipient at a commercial organisation (either employee or representative) having respective authorities to receive a business advantage or for any other corrupt and illegal purpose.

**Conflict of Interest** shall mean a situation in which the personal property interest of an Employee of the Ozon Group company affects or may affect the proper performance of his/her duties. “Personal property interest” means that the Employee uses his/her employment duties to get income (money, valuables, services, property rights, including for his/her Relatives).

**Corruption** shall mean bribes, kickbacks, other abuse by an individual of their position in order to obtain property benefits for themselves, for third parties or for the benefit of a legal entity.

**Counterparty** shall mean an individual or a legal entity with whom the Ozon Group has entered into or plans to enter into an agreement, including, but not limited to suppliers of goods, works and services, banks, distributors, dealers, licensees, contractors, consultants, agents, carriers, and other parties with whom the Ozon Group company does business. Marketplace participants are also Counterparties of the Ozon Group company. For the purpose of this definition “**Marketplace (online marketplace, online e-commerce marketplace)**” means aggregating information system (software programme) of the Ozon Group company made available at the site ozon.ru and/or in the mobile app OZON.ru, which allows sellers (Marketplace participants) to post goods for sale, as well as to receive information about orders of goods.

**Counterparty Representative** shall mean any person who is unaffiliated with the Ozon Group, not related to any Government Official, being a representative or an employee of a legal entity that is a Counterparty or a potential Counterparty of the Ozon Group.

**Customer** shall mean an individual or legal entity purchasing or intending to purchase goods or services using the services offered by the Ozon Group.

**Director** shall mean Member of the Board of Directors of any Ozon Group entity not having an



employment contract with an entity of the Ozon Group. For the avoidance of doubt, all the rules and procedures in this Policy apply to the Ozon Group Directors to the same extent as to its Employees.

**Employee** shall mean an individual performing employment functions in accordance with an employment contract in an Ozon Group company. This definition also includes senior management of the Ozon Group, such as chief executive officer, chief financial officer and other senior management who have employment contracts.

**Entertainment** shall mean social or leisure activities (such as meals in a restaurant, parties, shows, concerts, sports events, etc.) offered in connection with an employee's or a representative's duties.

**Gift** shall mean anything of value in tangible or intangible form, received or given in connection with work in the Ozon Group company and without usual compensation. Gifts can include: money, property and property-related benefits (works, payment for entertainment, holidays, travel expenses, loans, discounts, provision of property for use, including housing, charitable contributions, donations, etc.).

**Government Officials** shall mean:

- (a) Any person engaged in public duty in a government or municipal agency or his/her representative;
- (b) Any officer or employee of state (municipally)-owned or state (municipally)-controlled entities;
- (c) Any officer or employee of an international organisation (such as the United Nations, the World Bank or the International Monetary Fund, etc.);
- (d) Any political party, official of a political party, and any candidate for political office.

**Grease or Facilitation Payments** shall mean payments in the form of a small sum of money or a small gift made to ensure or to speed up standard administrative procedures. The procedures are usually performed by junior government officials. Such procedures can involve: the issuance of permits, licences or other official documentation; the issuance of visas, work permits and other immigration documentation; obtaining permission to release goods from customs; the state registration of real estate or vehicles; the supply of utilities.

**Hospitality** shall mean events intended to develop the business of the Ozon Group company, establish or maintain business relationships or for the purposes of promotion, demonstration or the supply of advice in relation to goods or services. Hospitality events have a legitimate business purpose and are not purely social or unrelated to the Ozon Group company's legitimate business interests.

**Internal Control and Audit Department** shall mean the Internal Control and Audit Department at the Ozon Group that provides its functions with respect to each of the Ozon Group companies.

**HR Training Group** shall mean Training Group within the HR Department responsible for internal trainings for the Employees in the Ozon Group.

**Heads of Divisions** shall mean heads of each division at any of the Ozon Group companies.



**Kickback** is the illegal payment of a portion of the revenue from a contract or some other amount to the person (or his/her designee) who influenced the award of such contract or benefit.

**KYC** shall mean a “know-your-counterparty” due diligence procedure established in accordance with the internal policies of the Ozon Group company in order to screen the Ozon Group company’s Counterparties.

**Legal Department (Compliance)** shall mean the Legal Department (Compliance) at the Ozon Group that provides its functions with respect to each of the Ozon Group companies.

**Ozon Group** shall mean Ozon Holdings PLC and all entities, which Ozon Holdings PLC owns, directly or indirectly, in whole, or in which it holds, directly or indirectly, majority ownership interest, including Ozon Volga LLC, Ozon Holding LLC, Internet Logistics LLC, Internet Solutions LLC, Ozon Technologies LLC, O-courier LLC, Ozon Invest LLC, Davco Management Limited, Internet Travel LLC and Ozon Tour LLC. For purposes of this Policy, this definition, where applicable, means both Ozon Group as a whole and each company of Ozon Group separately.

**Policy** shall mean this Anti-bribery and Corruption Policy.

**Relative** shall mean spouse, common-law spouse, children, parents, grandmothers, grandfathers, grandchildren, brothers/sisters (siblings, cousins once removed, twice removed), other persons in a close relationship with or with a close affinity to an Employee, a Counterparty Representative, a Government Official.

**Security Department** shall mean the Security Department at the Ozon Group that provides its functions with respect to each of the Ozon Group companies.