



CODE OF CONDUCT AND BUSINESS ETHICS (CoBE)

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228 Elysian Project Advisory Limited
Corporation Number HE 431058

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1.0 Introduction

1.1 Policy Summary

This document defines the Code of Conduct and Business Ethics policy (the "Policy" or "CoBE") for **228 ELYSIAN PROJECT ADVISORY LIMITED** ("ELYSIAN PROJECT") as incorporated in the Republic of Cyprus (corporation number HE 431058). The term "ELYSIAN PROJECT" wherever used in this Manual, means by extension all subsidiaries and controlled companies.

ELYSIAN PROJECT is committed to uphold the highest standard of integrity, ethical behaviour, professionalism and adhere to all applicable laws in all its operations.

ELYSIAN PROJECT shall continuously:

- A. Keep itself abreast with the development of applicable ethics and integrity laws.
- B. Have in place a robust governance framework and mechanism that embodies internal controls and risk management.
- C. Foster a culture of integrity, ethical behaviour and professionalism through embedment and implementation of the compliance programme.
- D. Have in place an effective Whistleblowing channel.

ELYSIAN PROJECT Code of Conduct and Business Ethics Policy applies to every employee, director, officer of ELYSIAN PROJECT and third parties that perform work or services for or on behalf of ELYSIAN PROJECT. Joint venture companies in which ELYSIAN PROJECT is not a controlling stakeholder and associate companies of ELYSIAN PROJECT are encouraged to adopt this Policy or similar principles and standards.

ELYSIAN PROJECT takes stern disciplinary actions against its employees, directors or officers who are involved in unlawful or unethical activities. ELYSIAN PROJECT maintains the right to terminate business relationships with third parties who are found to be involved in such wrongdoings.

ELYSIAN PROJECT requires its employees and third parties that perform work or services for or on behalf of ELYSIAN PROJECT to strictly adhere to this Policy at all times.

2.0 Core Values and Culture

2.1 Application

This CoBE Manual is intended to apply to every employee worldwide. It is also intended to apply to every director (executive and non-executive), except as otherwise stated in this Manual. Joint-venture companies in which the reference company is a non-controlling co-venturer, and associated companies, are encouraged to adopt these or similar principles and standards.

failure to comply may have severe consequences to the company you represent and may result in disciplinary action against you, or even your dismissal from the company you represent, subject to the requirements of applicable law.

This CoBE Manual applies to you in your capacity as a third-party conducting business with ELYSIAN PROJECT and ELYSIAN PROJECT requires the same level of integrity and business conduct from you, whether you are engaged as an agent, an intermediary, engaged to provide goods and/or services for, jointly with or on behalf of ELYSIAN PROJECT or a counterparty in a business transaction with ELYSIAN PROJECT. "Third Parties" refer to both individuals and corporate entities including but not limited to director, officer, employee, agent, consultant, nominee, representative, licensee, adviser, sub-contractors, any service provider. Your failure to comply may have severe consequences for both ELYSIAN PROJECT and yourself, and may result in ELYSIAN PROJECT requesting you to take remedial steps to remedy a breach, or even suspending or terminating business relationship with you, and seeking to enforce any other contractual right we may have against you for breaching this Policy.

All concerns from employees, contractors, sub-contractors, consultants, agents, representatives, or other service providers, regarding the ELYSIAN PROJECT CoBE should be directed to the CoBE Compliance Officer assigned by the company you represent, however you may also contact the Whistleblowing Secretariat (WBS) using the following whistleblowing channels:

By Email: to the company-assigned whistleblowing email address

By Post: to the company-assigned address

By Other: By other instructions or means as may be published from time to time.

This Policy is prepared in the English language but may appear in other languages if considered necessary by the Company. In the event of any conflict, the English version will always prevail.

If there is any conflict between the law and the rule or policy set out in this Policy, you should always comply with the law. If you perceive that a provision of this Policy conflicts with the law in your jurisdiction, you should consult with the designated CoBE Compliance Officer rather than disregard this Policy without consultation.

The provisions of this Policy may be amended or waived by ELYSIAN PROJECT from time-to-time at ELYSIAN PROJECT's sole discretion. ELYSIAN PROJECT expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and ELYSIAN PROJECT's policies and procedures. The provisions of this Policy may be supplemented or modified for your jurisdiction through local guidelines (Country Supplement) that have been approved by the Company. In particular, provisions concerning disciplinary procedures and actions for your jurisdiction may be set out in a Country Supplement for your jurisdiction. If no such provisions are set out, the standard disciplinary rules, and practices for dealing with violations of company policy will apply, in every instance subject to the requirements of applicable law in your jurisdiction. This supplementary code may be implemented through a handbook or contract terms and conditions, or similar manual or document, which may address additional matters beyond the scope of this Policy. Any such Country Supplement will be considered part of this Policy for your jurisdiction.

This Policy does not identify or set out every law, policy or procedure that may apply to you in the performance of your role. You are responsible for informing yourself on concerning laws and other ELYSIAN PROJECT policies and procedures that apply to you as a result of your role with ELYSIAN PROJECT. This Policy does not constitute legal advice.

In addition to the above, certain sections under this Policy are linked to the ELYSIAN PROJECT Whistleblowing Policy

and the ELYSIAN PROJECT Anti-Bribery and Corruption Policy and Guidelines (ABCP Manual) as reference document in this Policy.

This Policy does not and does not seek to address every situation you may encounter in the course of your employment and in conducting business with ELYSIAN PROJECT. Explanatory statements or examples set out under this Policy may or may not be applicable to your situation/relationship/arrangement with ELYSIAN PROJECT and act to serve as guidance only. This Policy is not a substitute of your own duty, responsibility, and accountability to comply with all laws applicable to you or your business, nor a substitute of your good judgment in exercising discretion and making business decisions.

2.2 Corporate Values and Culture

ELYSIAN PROJECT is committed to the highest standards of integrity, openness, and accountability in the conduct of the Group's business and operations. ELYSIAN PROJECT seeks to conduct its affairs in an ethical, responsible, and transparent manner.

As an employee of ELYSIAN PROJECT, you have a duty to serve ELYSIAN PROJECT with good faith, fidelity, diligence, and integrity. You are required to act in the best interests of ELYSIAN PROJECT and to refrain from engaging in conduct or activities which may adversely affect the best interests of ELYSIAN PROJECT. You are at all times required to:

- A. Conscientiously maintain the highest degree of integrity.
- B. Always exercise proper care and judgment.
- C. Avoid conflict of interest.
- D. Refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of ELYSIAN PROJECT.

You may not conduct yourself in a manner that might undermine or that is likely to destroy or damage ELYSIAN PROJECT's confidence and trust in you. These duties are without limitation on duties imposed on you by law.

In the event if you are being asked to do something that you think is doubtful, wrong or inappropriate, you should take steps to address the situation by speaking directly to your designated CoBE Compliance Officer who can provide you with appropriate guidance.

ELYSIAN PROJECT expects that, throughout your time of service as an ELYSIAN PROJECT employee, you will:

- A. Strive towards a high standard of professionalism.
- B. Always give your undivided loyalty and devotion to ELYSIAN PROJECT and on all occasions.
- C. Serve with honesty and integrity, goodwill, and courtesy.
- D. Display group cohesiveness based on oneness of purpose together with a caring attitude for individual.
- E. Uphold the duty of care for the interests and reputation of ELYSIAN PROJECT.
- F. Display a high sense of discipline, cooperativeness, and diligence in carrying out your duties.
- G. Act consistently to maintain ELYSIAN PROJECT' confidence and trust in you.
- H. Promote creativity and new approaches in the course of carrying out your work.
- I. Comply with applicable laws, regulations and ELYSIAN PROJECT policies and procedures.

2.3 Definitions

The term "ELYSIAN PROJECT" means 228 Elysian Project Advisory Limited and any subsidiaries or controlled companies. The expression "ELYSIAN PROJECT" is used for convenience where references are made to these companies in general.

For purposes of this Manual, the term "employee" means any person who is in the employment of ELYSIAN PROJECT

including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire, representatives, and agents.

References to “you” in this CoBE Manual refer to any person to whom this Manual applies. Where more specific references are used (such as “employee”), the more specific reference is intended.

For purposes of this Manual, the term “family/household” includes your spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household

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3.0 Conflict of Interest

3.1 Duty Regarding Avoidance of Conflict of Interest

Conflict of interest explained:

- A. A conflict of interest can exist when an individual is in a position to take advantage of his or her role at ELYSIAN PROJECT for his or her personal benefit, including the benefit of his or her family and friends, in which his or her interest may conflict/potentially conflict with ELYSIAN PROJECT's interest.
- B. A conflict of interest can make it difficult for an individual to fulfil his or her duties impartially and correctly.
- C. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision making may be an issue.
- D. A conflict of interest will undermine the values of good faith, fidelity, diligence, and integrity in the performance of your duties and obligations as expected by ELYSIAN PROJECT.

You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of ELYSIAN PROJECT's business. In particular, the use of ELYSIAN PROJECT office position, confidential information, assets, and other ELYSIAN PROJECT resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

The situations under which conflicts of interest may arise include, but are not limited to:

- A. When you, in the exercise of your authority, give preference to your interests or the interests of your family/household members, associates, or friends rather than to the interests of ELYSIAN PROJECT.
- B. When you are in a position to influence decisions that are to be made by ELYSIAN PROJECT with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/household members, associates, or friends.
- C. When you compete with or against ELYSIAN PROJECT. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of ELYSIAN PROJECT's business. In particular, the use of ELYSIAN PROJECT office position, confidential information, assets, and other ELYSIAN PROJECT resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.
- D. When you have a financial interest in a supplier, contractor, competitor or customer and you are involved in ELYSIAN PROJECT's decision-making process relating to, or of relevance, to them.
- E. When you have a financial interest in a transaction in which you know ELYSIAN PROJECT is involved or plans to be involved.
- F. When you receive fees, commissions or other benefits from a supplier, contractor, competitor, or customer.

Any instances of conflict must be endorsed by the designated CoBE Compliance Officer in consultation with at least one Company executive manager or director. Failure to fully disclose the nature and scope of the conflict of interest as soon as you are aware, may result in disciplinary action or consequence management being taken against you, whether or not such potential or actual conflict results in tangible or intangible damage to ELYSIAN PROJECT.

3.2 Family/Household Involvement in Business with Direct or Indirect Interest

You are deemed to have a conflict of interest when you, the members of your family/household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, promote the formation of any business, firm, corporation, or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") including but not limited to:

- A. Privately held entities which derive any income or receive any payment from contractual or other business

arrangements with ELYSIAN PROJECT;

- B. Privately held entities listed in ELYSIAN PROJECT's lists of registered suppliers/vendors/contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with ELYSIAN PROJECT; and/or
- C. Publicly held entities in which you or a member of your family/household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at ELYSIAN PROJECT.

Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you shall be under a duty, as soon as you become aware of the situation, to disclose to the designated CoBE Compliance Officer, in writing of the circumstances. Any conflict of interest must be endorsed by the designated CoBE Compliance Officer, in consultation with at least one Company executive director, and such consultation shall include suggestions and/or recommendations on the most appropriate way of preventing or overcoming the conflict of interest.

Your failure to inform ELYSIAN PROJECT when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of ELYSIAN PROJECT will be deemed to be in position of conflict for which appropriate disciplinary action may be taken against you.

Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally endorsed and permitted by ELYSIAN PROJECT will not be constituted as a violation of this Policy.

You are encouraged to declare your interests in certain circumstances, including but not limited to the following:

In the event you, the members of your family/household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, are involved in the promotion and formation of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest in:

- A. Privately held entities; and/or
- B. Publicly held entities.

3.3 Conflict of Interest that Arises when you are a Party to Decision-Making

You will be in a conflict of interest situation when you, a member of your family/household and/or your associates has an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on ELYSIAN PROJECT's lists of registered suppliers/vendors/contractors or which have contractual or supply arrangements with ELYSIAN PROJECT, and you are involved in any decision-making by ELYSIAN PROJECT relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with ELYSIAN PROJECT.

You will also be in a conflict-of-interest situation when you are involved or expect to be involved in the hiring, supervision, management, or career planning in respect of any of your relatives at ELYSIAN PROJECT or at entities providing services to ELYSIAN PROJECT.

When such a conflict-of-interest situation becomes known to you, unless otherwise instructed by ELYSIAN PROJECT, you shall abstain from participating in any ELYSIAN PROJECT decision-making or deliberations involving the entity or person and avoid doing anything which could influence the decisions on such dealings and shall report such conflict of interest to the designated CoBE Compliance Officer. Following such report, the designated CoBE Compliance Officer in consultation with at least one Company executive manager or director, will give such instructions to you as it deems appropriate, which you shall be required to comply with.

You may be asked to serve on the board of directors of another organisation and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. Before an ELYSIAN PROJECT employee accepts a position as a board member outside of ELYSIAN PROJECT, he or she should always obtain approval from his or her designated CoBE Compliance Officer

3.4 Disclosures Giving Undue Advantage to Third Parties

You shall not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with ELYSIAN PROJECT without prior approval from ELYSIAN PROJECT, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving ELYSIAN PROJECT. Such prior approvals should be obtained through the designated CoBE Compliance Officer (or, in the case of directors, the relevant full board of directors). Giving an outside party confidential ELYSIAN PROJECT information without appropriate authorisation in order to assist that party in securing ELYSIAN PROJECT business or for any other reason will be considered a violation of this restriction.

3.5 Personal Transactions with Company's Clients, Suppliers, Contractors and Vendors

You shall not, directly, or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from any of ELYSIAN PROJECT's clients, suppliers, contractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of ELYSIAN PROJECT, other than transactions or dealings on such terms as are freely available to the general public.

If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you shall obtain written approval from your designated CoBE Compliance Officer in consultation with at least one Company executive manager or director and must not proceed with them until such permission is obtained.

The granting of the aforesaid permission will be subject to you satisfying ELYSIAN PROJECT that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to ELYSIAN PROJECT.

4.0 Fighting Corruption and Unethical Practices

4.1 Solicitation, Bribery and Corruption

An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of ELYSIAN PROJECT concerning its business and affairs. An act of corruption by you has the further effect of potentially incriminating ELYSIAN PROJECT and its directors, officers, or partners.

You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to ELYSIAN PROJECT's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to ELYSIAN PROJECT's affairs or business.

You may not directly or indirectly offer, promise, or give any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to ELYSIAN PROJECT's affairs or business, or for showing favour or forbearing to show disfavour in relation to ELYSIAN PROJECT's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.

You should satisfy yourself concerning the ethics and integrity status of any contractor, sub-contractor, vendor, agent, consultant, representative, service provider or other person who you engage to act for or on behalf of ELYSIAN PROJECT or in relation to ELYSIAN PROJECT's affairs or business and confirm that the relevant party understands and accepts ELYSIAN PROJECT's policies prohibiting improper solicitation, bribery and corruption. Contractors, sub-contractors, agents, consultants, representatives, service providers and others must comply with such policies when performing work or services for or on behalf of ELYSIAN PROJECT.

Even the appearance of conduct prohibited by this Section 4, or any other measure that is unethical or that may tarnish ELYSIAN PROJECT's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance from the designated ABCP Compliance Officer before acting.

If you receive a request for a bribe or if you are offered a bribe, you must reject the offer and immediately report it to the ELYSIAN PROJECT whistleblowing channel, or designated ABCP Compliance Officer, as the case may be.

In this part, a "bribe" or a "gratification" is any gift, payment, benefit or other advantage, pecuniary or otherwise, offered, given, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe or a gratification need not involve cash or another financial asset - it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom ELYSIAN PROJECT deals.

4.2 Receiving Facilitation Payments

You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to this Policy and the ELYSIAN PROJECT Anti-Bribery and Corruption Policy (ABCP) Manual.

In this part, the term "facilitation payments" generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function in ELYSIAN PROJECT.

4.3 Prohibition on Commissions, Discounts and Secret Profits

You must not directly or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of ELYSIAN PROJECT, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) which is not authorised by ELYSIAN PROJECT's rules, policies or guidelines.

4.4 Accounting for Secret Profits or Gains

A person subject to this Policy who, directly or indirectly, obtains any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind and whether as a bribe or otherwise), by virtue of his/ her position in or acting with authority on behalf of ELYSIAN PROJECT, must immediately disclose such receipt and he/she shall be liable to render an account of the same including the value of non-cash items to the designated ABCP Compliance Officer (for employees of ELYSIAN PROJECT and for non-employees, e.g.: contractors). All amounts received shall be surrendered to ELYSIAN PROJECT.

4.4.1 Gifts and Entertainment

ELYSIAN PROJECT has adopted a "No Gift" Policy whereby, subject only to certain narrow exceptions as provided in the ELYSIAN PROJECT Anti-Bribery and Corruption Policy and Guidelines (ABCP Manual), ELYSIAN PROJECT employees and directors, their family/household members or agents acting for or on behalf of ELYSIAN PROJECT are prohibited from, directly or indirectly, receiving or providing gifts.

ELYSIAN PROJECT requires its employees and directors to abide by this "No Gift" Policy to avoid conflicts of interest arising or the appearance of a conflict of interest. Gifts and entertainment provided during on-going or potential business dealings between ELYSIAN PROJECT and external parties can be perceived as creating a conflict of interest, or potentially a bribe. This may tarnish ELYSIAN PROJECT's reputation or be in violation of anti-bribery and corruption laws.

Employees and directors are responsible to inform external parties involved in any business dealings with ELYSIAN PROJECT of the "No Gift" Policy.

4.5 Receiving Gifts and Entertainment

You are required to comply with the procedures of ELYSIAN PROJECT relating to the receipt of gifts and entertainment.

You, or any of your family/household members must not accept gifts or entertainment in exchange for an exercise or non-exercise of your ELYSIAN PROJECT authority, information or any other matter to the detriment of ELYSIAN PROJECT.

4.6 Providing Gifts and Entertainment

You are required to comply with the procedures of ELYSIAN PROJECT relating to the giving of gifts and entertainment.

ELYSIAN PROJECT prohibits the giving of gifts and entertainment that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with ELYSIAN PROJECT's commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of ELYSIAN PROJECT or to refrain from taking adverse action against ELYSIAN PROJECT. No gift of cash may be given. You should not pay for a gift or entertainment personally in order to avoid obtaining prior approval or to otherwise circumvent ELYSIAN PROJECT policies.

4.7 Public Officials

You are prohibited from offering gifts and entertainment to public officials other than in accordance with the policies and procedures of ELYSIAN PROJECT relating to the giving of gifts and entertainment.

You are prohibited from offering gifts and entertainment, including travel related expenses, to public officials and/or their family/ household members in connection with any transactions directly or indirectly relating to ELYSIAN PROJECT without permission from the Designated ABCP Compliance Officer.

You are prohibited from paying for non-business travel and hospitality for any public official and/or his/her family/household members in connection with any transactions directly or indirectly relating to ELYSIAN PROJECT without permission from your designated ABCP Compliance Officer.

You must comply with local laws concerning lobbying in any jurisdiction in which ELYSIAN PROJECT engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from the designated ABCP Compliance Officer.

You may not offer or provide gifts or any benefits to any person, such as an agent, consultant or contractor, if you know or suspect that a public official or his/her family/household member will be the indirect beneficiary or recipient, other than as approved by the designated ABCP Compliance Officer.

Any contractors, sub-contractors, consultants, vendor, agents, representatives, or other service providers dealing with public officials on ELYSIAN PROJECT's behalf must be evaluated and must be informed of the provisions of this Policy relating to restrictions on gifts and entertainment to public officials.

You shall not circumvent the prohibitions in this Section 4 and the ABCP Manual. You shall in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of the CoBE and ABCP Manuals, as well as with applicable laws concerning bribery and corruption.

4.8 Money Laundering and Counterparty Due Diligence

If in the course of your duty, you deal with third parties who have entered or will enter into any dealings or transactions with ELYSIAN PROJECT, you must conduct appropriate counterparty due diligence to understand the business and background of such third parties and to determine the origin and destination of money, property, and services. You must report to the designated ABCP Compliance Officer, suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your designated ABCP Compliance Officer generally will be responsible for decisions in this regard.

In this part, "money laundering" is generally defined as occurring when the criminal origin or nature of money or assets is disguised or made to appear legitimate or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity.

You must not deal with criminals or the proceeds of a crime.

Any amount, nature, purpose, and provider or recipient of any payment or transfer of funds to or from the ELYSIAN PROJECT group of companies must be accurately reflected in its books and records.

You shall not establish bank, securities trading or similar accounts in the name of ELYSIAN PROJECT companies or for the benefit of ELYSIAN PROJECT without proper authorisation from the Finance Department.

In the event there is any requirement by regulator to establish a guideline on Anti Money Laundering, such requirement shall be complied accordingly.

For purposes of this Policy, the term "public official" includes, without limitation, public or government official, any person having public official functions or acting in a public official capacity, candidates for public office, officials of any political party, and officials of state-owned enterprises other than ELYSIAN PROJECT.

5.0 National and International Trade

5.1 Antitrust / Competition Law

You must observe and comply with competition laws of all countries in which ELYSIAN PROJECT operates and/or has business dealings with. You must ensure that your dealings with business partners (e.g., customers and suppliers), contractors, sub- contractors, competitors, vendors, agents, representatives and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies. In furtherance of this requirement, you are obligated to comply with the ELYSIAN PROJECT Competition Guidelines as in effect for your jurisdiction from time-to time.

It is ELYSIAN PROJECT's policy that if any employees or third party acting on behalf of ELYSIAN PROJECT engage in, participate in or suggest any conduct in violation of competition laws, the person is deemed to be in breach of this Policy, and will be subject to disciplinary action. If you are unsure about compliance of your activities with competition rules, you must contact your designated CoBE Compliance Officer.

Basic Principles are as follows:

- A. As a general rule, a country's competition law applies to all companies doing business in that country, regardless of whether these companies are established in that country or not.
- B. Competition laws generally:
 - 1. Prohibit all agreements which have as their object or effect the prevention, restriction or distortion of competition to a material extent within the territory in which any such laws apply. Not only formal but also informal agreements fall within such prohibition.
 - 2. Prohibit companies holding a dominant position from exploiting their strong market power in an abusive way that may affect trade. A company is generally considered to have a dominant position if it is the principal supplier or purchaser of a given set of products/services in a geographic area and it is able to exercise a significant degree of market power over its customers or suppliers.
 - 3. Require prior merger control notification/ filing to and clearance of the competent competition law authorities for mergers, acquisition and certain other transactions, which can be blocked if they significantly reduce competition on any relevant market.

Breaching competition laws can result in any or all of the following consequences:

- A. Extremely serious financial penalty (for instance, in the EU, up to 10% of the annual worldwide turnover of the entire group).
- B. Imprisonment for the involved employees and disqualification of directors in some jurisdictions.
- C. Damages claims brought by customers, competitors, and/or consumers who were harmed by the anticompetitive conduct.
- D. Adverse publicity (reputation), waste of internal resources, and additional costs (e.g., legal fees).
- E. Contractual implications (for instance, nullity of the contracts or the provisions that infringe competition laws).
- F. Competition law related dispute resolution.

Please remember that you have a duty to seek the advice from your designated CoBE Compliance Officer as soon as you identify a situation which you believe may put ELYSIAN PROJECT in a breach of competition law rules.

5.2 Export and Import Controls, International Boycotts and Economic Sanctions Programmes

ELYSIAN PROJECT needs to be able to consider the potential impact of export control laws and economic sanctions programmes before transferring goods, technology, software or services across national borders by whatever means. In this regard, if you are involved with imports or exports, you must have proper authorisation from approving authority

in accordance with respective Limits of Authority, and in consultation with your designated CoBE Compliance Officer before importing or exporting goods, technology, software, or services across national borders for or on behalf of ELYSIAN PROJECT. Further, if the goods, technology, software or services are of U.S. origin, any transfer within a country could also trigger U.S. export control laws. As such, special care must be made to verify whether the goods, technology, software or services would be deemed to be of U.S. origin.

You must not bring restricted goods into a country without declaring them and you must not import prohibited goods. You must meet import requirements when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.

You must not agree to boycotts of customers, suppliers, or jurisdictions without proper authorisation from the approving authority in accordance with respective Limits of Authority in consultation with your designated CoBE Compliance Officer. You should report any request to participate in an international boycott to the designated CoBE Compliance Officer, as some countries may require that such requests be reported by ELYSIAN PROJECT.

If you are involved in international business for or on behalf of ELYSIAN PROJECT, you must keep yourself informed of the countries, organisations and persons sanctioned under laws applicable to you or your ELYSIAN PROJECT group employer. The sanctions area is complex, so you should refer to the Approving Authority in accordance with respective Limits of Authority in consultation with your designated CoBE Compliance Officer concerning any questions or uncertainties.

You must comply with ELYSIAN PROJECT policies and procedures in effect from time-to-time regarding export and import controls, boycotts, and economic sanctions programmes.

6.0 Company Assets

6.1 Responsibility for Assets, Facilities, Resources and Records

Access and possession of assets, facilities, resources or records belonging to ELYSIAN PROJECT are provided on the basis of trust and confidence that they are to be used for the ELYSIAN PROJECT's business purposes. These assets may be tangible (for example, equipment, including computer hardware, or cash) or they may be intangible (such as intellectual property and computer software).

You are responsible for the safekeeping of all assets, facilities, resources and records belonging to ELYSIAN PROJECT that are provided to you for the performance of your duties. You must adhere to and comply with all ELYSIAN PROJECT policies and procedures as amended and updated from time-to-time on the use of all assets, facilities, resources, and records.

You must take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to ELYSIAN PROJECT, the occurrence of which should be reported immediately to ELYSIAN PROJECT. Regardless of condition or value, assets, facilities, resources and records belonging to ELYSIAN PROJECT may not be misused, taken, sold, lent, given away or otherwise disposed of, or used for personal purposes, except with the appropriate specific authorisation of ELYSIAN PROJECT.

Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources and records arising from your willful misconduct or negligence or careless action or as a result of action taken without ELYSIAN PROJECT's approval, and any financial loss suffered by ELYSIAN PROJECT may be recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, ELYSIAN PROJECT may at its discretion take any other action against you considered appropriate by ELYSIAN PROJECT, including reporting you to the public authorities.

7.0 Financial Integrity

7.1 Internal Controls and Procedures

You must comply with all laws, policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of ELYSIAN PROJECT's financial reports and records. In this regard, you must not, do (including but not limited to) the following:

- A. Conceal, alter, destroy or otherwise modify ELYSIAN PROJECT's records or documents other than in accordance with established, ordinary course procedures or in accordance with internal procedures on document retention (and in no case impede or frustrate an investigation or audit or conceal or misstate information).
- B. Intentionally make a false or misleading entry in a record, report, file or claim (including travel and entertainment expense reports).
- C. Establish accounts, companies or arrangements that may have the effect or result of circumventing or frustrating ELYSIAN PROJECT's controls, policies or procedures.
- D. Fail to cooperate fully and truthfully with internal and external audits authorised by ELYSIAN PROJECT.
- E. Engage in any scheme to defraud anyone of money, property, or services.

You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of ELYSIAN PROJECT financial reports and records.

8.0 Confidentiality Obligations / Intellectual Property / Public Communications

8.1 Confidentiality Obligations

The business affairs, information and records of ELYSIAN PROJECT comprising business, technical, design, financial, legal, personnel and contractual records, data and documents comprising e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements and/or other documents or computer/digital software/technology or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to ELYSIAN PROJECT. Such confidential information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside ELYSIAN PROJECT, except by persons authorised to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.

You may not, either during or after your employment or engagement, disclose, divulge or utilise without appropriate authorisation any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with ELYSIAN PROJECT and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.

Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of ELYSIAN PROJECT, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which ELYSIAN PROJECT may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/engagement to ELYSIAN PROJECT without being asked, except insofar as consent to retain them has been given to you by ELYSIAN PROJECT.

In the course of your relationship with ELYSIAN PROJECT, you may have established contacts and relationships with ELYSIAN PROJECT' vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with ELYSIAN PROJECT, or for a period of two (2) years (or for whatever other longer period of time as may be specified in the terms of your engagement or Country Supplement to this Policy applicable to you) after the cessation of your relationship with ELYSIAN PROJECT, whether by resignation or otherwise, make use of business opportunities arising from your relationship with ELYSIAN PROJECT or cause or attempt to cause the diversion of such business opportunity from being exploited by ELYSIAN PROJECT or cause or attempt to cause the termination of contracts, agencies or other business relationships of ELYSIAN PROJECT without first obtaining the prior consent of ELYSIAN PROJECT.

You will not at any time, after the cessation of your tenure with ELYSIAN PROJECT, whether by resignation or otherwise, use ELYSIAN PROJECT's confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.

While ELYSIAN PROJECT may hire persons who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of ELYSIAN PROJECT employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

8.2 Personal Data Protection

You must comply with ELYSIAN PROJECT Corporate Privacy Policy, which are to be read in conjunction with ELYSIAN PROJECT's other applicable internal personal data protection and privacy policies, procedures, and guidelines.

You must also comply with the **personal data protection laws** of every country in which ELYSIAN PROJECT operates (where applicable).

You must ensure that your handling of personal data of any party from whom you collect personal data (example: personal data of customers, employees, shareholders, business partners, vendors, suppliers, service providers,

governmental authorities), are at all times are in compliance with ELYSIAN PROJECT Corporate Privacy Policy and the laws and regulations governing personal data protection and privacy.

Any breach or violation of the ELYSIAN PROJECT Corporate Privacy Policy or applicable personal data protection laws or regulations may be deemed as a misconduct and a violation of this Policy for which appropriate disciplinary action may be taken against you.

In case of doubt concerning the compliance of your data processing activities with the applicable personal data protection laws and/or the relevant internal policies, procedures, guidelines, or manuals, please contact the designated CoBE Compliance Officer.

8.3 Insider Dealing

You must protect the confidential business information of ELYSIAN PROJECT and its counterparties, and never use it for your own benefit or the benefit of other persons, especially not to trade in shares or other securities or to recommend or cause a third-party to do so.

You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. In particular, you must not deal in the securities of ELYSIAN PROJECT group companies (or in other speculative dealings with regard to those securities) while in the possession of material non-public information. We expect all directors, employees, their respective families/households and others whose relationships with ELYSIAN PROJECT give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. "Material non-public information" is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also apply to "price sensitive information" or other similar types of information in jurisdictions where the applicable insider trading laws make reference to those types of information.

You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

8.4 Design, Inventions, and Software Development

ELYSIAN PROJECT encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to ELYSIAN PROJECT.

Subject to the requirements of applicable law, the ownership of intellectual property created by you or to which you have contributed whilst working for ELYSIAN PROJECT or in the course of discharging your duties or employing ELYSIAN PROJECT resources, data and/or time, will be vested in ELYSIAN PROJECT.

Furthermore to the above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such intellectual property.

You may not, without the written consent of ELYSIAN PROJECT, disclose such intellectual property or any information relating thereto to any person or third party whomsoever except to ELYSIAN PROJECT and its duly authorised counsels/agents.

In this Section 8, the term "intellectual property" means any patent, know-how, copyright, industrial design, trademark or service mark, confidential information, whether registered or unregistered (includes any application for registration of the aforementioned rights) in relation to any materials (including inventions, computer programmes, or results of technological research) and any other intellectual property or industrial property right of any nature whatsoever subsisting under the law at any time, in any part of the world.

Further, the term "software development" includes any computer programmes, software, digital solutions, scripts, or other computer instructions or digital technology that relate to any business and processes of ELYSIAN PROJECT.

In the event that you develop any design, invention, or software development in the course of your employment or during your engagement with ELYSIAN PROJECT, you must keep details of the invention confidential and not disclose

information regarding invention to any third party outside of ELYSIAN PROJECT. You must notify your designated CoBE Compliance Officer of the design, invention, or software development as soon as practicable.

Further to the above, at ELYSIAN PROJECT's request, you will execute any forms or agreement where necessary or required under law to assign interest in such intellectual property to ELYSIAN PROJECT.

8.5 Third Party Intellectual Property

You must comply with all laws, regulations and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You must not infringe on the protected intellectual property rights of other parties. You must take reasonable steps to ascertain that information, data, materials or technology (including digital software/solutions) that you use or reproduce in the course of your work, employment or engagement does not infringe any intellectual property rights of any third parties.

8.6 Publication of Materials

Except with the written permission of ELYSIAN PROJECT, you will not publish or write any books or other works which are based on ELYSIAN PROJECT's confidential information as described in this CoBE.

If permission is granted, it will be subject to the following conditions:

- A. The proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from ELYSIAN PROJECT; and
- B. The proposed publication will not, under any circumstances, bear the words "ELYSIAN PROJECT approved publication" or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by ELYSIAN PROJECT.

8.7 Making of Public Statements

Irrespective of whether in your personal or official capacity, you will not either orally or in writing or in any form (including on social media websites) make or circulate any public statement on the policies or decisions of ELYSIAN PROJECT or discuss publicly any measure taken by ELYSIAN PROJECT or any official matter taken or carried out by you, unless you are duly appointed or authorised to make such statement on behalf of ELYSIAN PROJECT.

You will not, either orally or in writing or in any other form (unless you are appointed or authorised as aforesaid), make any public statement or comment on any matter relating to the work of the department or organisation in which you are or were employed, or relating to any organisation with which ELYSIAN PROJECT has dealings:

- A. Where such statement or comment may reasonably be regarded as indicative of the policy of ELYSIAN PROJECT;
- B. Where such statement or comment may embarrass or is likely to embarrass ELYSIAN PROJECT; and/or
- C. Where such statement or comment may compromise the interests and reputation of ELYSIAN PROJECT.

In this Section 8, "public statement" or "discuss publicly" includes the making of any statement or comment to the press, magazines, periodicals or the public or in the course of any lecture or speech or the broadcasting thereof by sound, vision or electronic means. It also applies to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimile, voice, and voicemail recordings.

8.8 Giving of Reference

You are strictly permitted to only provide reference, if any, in a non-ELYSIAN PROJECT capacity, and without any use of ELYSIAN PROJECT's name or stationery with ELYSIAN PROJECT's logo or any corporate identifier, except for matters as required in the normal course of business.

In providing such reference as aforesaid on a non-ELYSIAN PROJECT basis, you are duty bound to inform the party who seeks your reference that your reference is given strictly in that non-ELYSIAN PROJECT capacity.

8.9 Social Media / Information Technology and Systems

You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using ELYSIAN PROJECT premises, equipment or systems. Sending or forwarding obscene, libellous, defamatory, offensive or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify ELYSIAN PROJECT management.

You must not upload, download, send or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.

The ELYSIAN PROJECT IT and communications systems are to be used for ELYSIAN PROJECT work and business purposes only.

You must not send personal e-mails using ELYSIAN PROJECT official email or displaying ELYSIAN PROJECT headers or footers, or otherwise suggesting that such communications are authorised by ELYSIAN PROJECT.

You must not use personal e-mail addresses and services to send or receive ELYSIAN PROJECT confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.

You must not disable or circumvent ELYSIAN PROJECT IT security measures.

When using ELYSIAN PROJECT IT and communications systems, conducting ELYSIAN PROJECT's business or acting for ELYSIAN PROJECT's benefit, you must not deliberately conceal or misrepresent your identity. You should not send email messages using another person's e-mail account unless you have proper authorisation from the owner of the e-mail account.

You may not forge or attempt to forge e-mail messages.

You should not send or forward unsolicited e-mail messages.

You must avoid sending confidential information via electronic messaging (example: SMS) or other unsecure messaging channels, and, if this is unavoidable, the information must be secured (example: with encryption, password).

The installation of third-party software in or connection with hardware to ELYSIAN PROJECT IT systems or equipment without the prior approval of your designated CoBE Compliance Officer, is prohibited.

You shall not use ELYSIAN PROJECT IT and communications systems to:

- A. Conduct fraud.
- B. Run your own business.
- C. View, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights.
- D. Send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fundraising campaigns, political advocacy efforts, religious efforts, or private non-ELYSIAN PROJECT commercial purposes.
- E. Commit "cybercrimes", such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses.
- F. Send malicious rumours or transmit derogatory or indecent materials; and/or
- G. Otherwise engage in activities that could damage ELYSIAN PROJECT's business or reputation.

If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of ELYSIAN PROJECT hardware, systems or data, or any disclosure of confidential information, you must immediately contact the designated CoBE Compliance Officer. You are not allowed to attempt to prove a security weakness by engaging in unauthorised activity.

You must use ELYSIAN PROJECT IT and communications systems in a responsible and professional manner consistent

with this Policy and other ELYSIAN PROJECT policies and procedures in effect from time-to-time.

ELYSIAN PROJECT may search and monitor your e-mails and internet usage conducted through ELYSIAN PROJECT IT or communications systems and equipment, subject to the requirements of local laws and regulations. You should not assume that any use of ELYSIAN PROJECT's communications devices or systems is private.

You must safeguard passwords and other means of shielding ELYSIAN PROJECT's information systems from unauthorised access, including by following the password protection protocols established by ELYSIAN PROJECT from time-to-time.

You must comply with ELYSIAN PROJECT policies and procedures regarding records retention, whether with regard to electronic or hard copy records, in effect from time-to-time.

Contractors and other parties authorised by ELYSIAN PROJECT to use ELYSIAN PROJECT computer systems must comply with ELYSIAN PROJECT's policies and security procedures in effect from time-to-time.

9.0 Conduct Contrary to Duty to Serve Diligently

9.1 Outside Employment or Business Activities

As an ELYSIAN PROJECT employee, you must devote your time and attention to the fulfilment of your employment obligations to ELYSIAN PROJECT. ELYSIAN PROJECT employees shall not take up dual employment, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission from your designated CoBE Compliance Officer.

Dual employment is where an employee holds a full-time position and payroll with one employer and takes on an additional employment with another employer either full-time or part-time.

The granting of permission will be subject to you satisfying ELYSIAN PROJECT that such dual employment activity will not interfere with or compromise the proper performance of your duties or the fulfilment of your obligations to ELYSIAN PROJECT.

Any permission granted may be withdrawn at any time at the sole discretion of ELYSIAN PROJECT without the need for assigning any reason thereof. In such an event, ELYSIAN PROJECT will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such decision to withdraw the permission so granted before.

ELYSIAN PROJECT employees may take up other gainful activity or be involved in any outside business activities. If you are already engaged in any other gainful activity or involved, either directly or indirectly, in the management or business activities of any other company or companies, firms, corporations or other business activities, you should come forward and disclose your activity to ELYSIAN PROJECT through your designated CoBE Compliance Officer.

Gainful activity shall mean any activity that is conducted outside employee's full-time working hours with ELYSIAN PROJECT, and in exchange, provides monetary gain for the employee.

9.2 Public Service, Recreational, Sports, Union and Community Activities

Generally, ELYSIAN PROJECT allow you to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not be permitted to interfere with your duties and responsibilities during normal working hours.

Outside activities include but not limited to the following:

- A. Voluntary public service: NGO activities.
- B. Recreational activities: Hiking, diving.
- C. Sports: Marathon, hockey team.
- D. Other community activities including local bodies, councils and societies.

The general rule is that if an ELYSIAN PROJECT employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is encouraged to obtain the approval from his or her designated CoBE Compliance Officer upon being so appointed or elected, but in any case, must be able to balance the outside activities with his or her full-time ELYSIAN PROJECT employment. The employee must be able to discharge his or her dual responsibilities satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to ELYSIAN PROJECT, as well as the interests of ELYSIAN PROJECT, are not compromised.

Charitable donations whether monetary or in-kind of (or employing) ELYSIAN PROJECT resources must obtain ELYSIAN PROJECT's prior approval and may not be used to circumvent or avoid any of the provisions of this Policy (particularly the prohibitions on bribery).

9.3 Political Activities

ELYSIAN PROJECT does not support political parties or individual politicians and does not take part in political activities

or party politics.

However, ELYSIAN PROJECT recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While ELYSIAN PROJECT does not wish to discourage employees from doing so, in order that ELYSIAN PROJECT can avoid involvement or identification with any political party, employees are required to use their off-duty time, or annual leave entitlement, subject to prior approval of such leave application, for such matters and they are not to make any representations that their involvement is on behalf or with the support of ELYSIAN PROJECT. In any event, an employee shall not accept any appointment of as an office holder at the Branch, Division, State or National level of a political party, and the employee is to reject such appointment.

In order not to compromise the interests of ELYSIAN PROJECT, employees who wish to stand for State, Federal and/or material elections are required to resign from ELYSIAN PROJECT, subject to the requirements of applicable law.

You must not use your position with ELYSIAN PROJECT to try to influence any other person (whether or not employed by ELYSIAN PROJECT) to make political contributions or to support politicians or their parties in any country. You may not make any contribution or incur any expenditure using ELYSIAN PROJECT resources to benefit any political campaign, party or politician in any country. ELYSIAN PROJECT facilities, equipment and resources may not be used for any political campaigns or party functions.

Charitable donations may not be used as a substitute for prohibited political payments or to camouflage bribery.

9.4 Prohibition of Action as Editor of Newspaper or any form of Publication

An employee will not act as the editor, or take part directly or indirectly in the management of any printed or online publication, including newspapers, magazines or journals, except for the following:

- A. Department or staff publications.
- B. Professional publications.
- C. Publications of non-political or voluntary organisations.

In any such case, approval shall be obtained from designated CoBE Compliance Officer.

9.5 Participation in Media

An employee may participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, with proper approval from ELYSIAN PROJECT.

ELYSIAN PROJECT encourages employees to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), provided that prior written permission from your designated CoBE Compliance Officer is obtained.

Employees shall be mindful and adhere to the following at all times:

- A. To not disclose ELYSIAN PROJECT's confidential information on their personal social media accounts or on any other accounts (for instance, via comments).
- B. To be mindful of the copyright, trademark and intellectual property rights of ELYSIAN PROJECT and other organisations or individuals.
- C. To protect ELYSIAN PROJECT's brand and reputation, and to observe principles of integrity and professionalism when publishing content on ELYSIAN PROJECT.
- D. To not make any statement on behalf of ELYSIAN PROJECT unless he or she is the designated or assigned (authorised) spokesperson.

All employees are responsible for their postings on social media, whether relating to ELYSIAN PROJECT or otherwise. Should any of the social media activities be found and deemed to have any negative impact to ELYSIAN PROJECT's image and reputation, ELYSIAN PROJECT has the right to take the necessary disciplinary action.

10.0 Disclosure Duties

10.1 Your Duty to Report Breaches and Violations

If you become aware of a breach or potential breach of this Policy or to violate other ELYSIAN PROJECT policies or other legal requirements, you must forthwith report the same, in writing, to the Designated CoBE Compliance Officer or designated ABCP Compliance Officer.

You may also disclose any alleged or suspected improper conduct using the procedures provided for in the ELYSIAN PROJECT Whistleblowing Policy as adopted for your jurisdiction (refer: ABCP Manual).

If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violation as aforesaid may have occurred or may be about to occur, you will not be penalised or subject to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to this Policy against another person who in good faith and without malicious intent has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.

The provisions of this Section 10 are not intended to invalidate grievance procedures and/or disciplinary action processes and procedures at your group company and are subject to the procedures and restrictions in force for your jurisdiction.

10.2 Disclosure of Overpayments

If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits in excess of your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such overpayments to ELYSIAN PROJECT. Should you fail to refund, ELYSIAN PROJECT shall have the right to recover such overpayments from you.

11.0 Workplace Culture and Environment

11.1 Significance of Safe, Secure and Conducive Workplace Environment

ELYSIAN PROJECT is committed to providing, in collaboration with you, a safe, secure and conducive workplace culture and environment, where the values of mutual and reciprocal respect, trust and confidence are upheld and actively promoted.

11.2 Unlawful Discrimination

ELYSIAN PROJECT will not tolerate unlawful discrimination in the workplace or on the job.

You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

ELYSIAN PROJECT does not discriminate against any individual in their employment or hiring practices. This includes discrimination based on race, ethnicity, colour, age, gender, gender identity or expression, sexual orientation, political beliefs, citizenship, national origin, religion, disability, parental status, economic/ class status, or characteristic that is not related to the individual's merit or requirements of the job position he/she is applying for.

11.3 Sustainable Development

ELYSIAN PROJECT is committed to sustainable development in order to help meet the world's growing energy needs through economic, environmental and socially responsible efforts.

You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.

11.4 Dress Code

All employees should be neatly, appropriately, and decently attired during office working hours and are expected to dress in accordance with standards of good taste including being "neat", clean and "well groomed". If attire meets this criteria, and is not included in the following list of "unacceptable" attire it is considered "acceptable".

Unacceptable attire:

- (A) Jeans and other denim clothing.
- (B) Athletic and tennis shoes.
- (C) Hiking or military style shoes and boots.
- (D) Shorts.
- (E) Baseball caps.
- (F) Skin-tight or form fitting pants except when worn with a mid-thigh length top.
- (G) Any clothing that is worn, torn, frayed has patches or holes.
- (H) Sweat clothing or workout attire such as sweatshirt, sweat pants, leotards, tights and jogging suits.
- (I) T-shirts.
- (J) Bare feet.
- (K) Bathing suits.
- (L) Beach sandals – flip flops and thongs.
- (M) Bare midriffs.
- (N) Extreme mini skirts.
- (O) Halter and bra tops.
- (P) Sheer or see-through clothing.
- (Q) Tank tops, sleeveless or muscle shirts.
- (R) Undergarments worn as outer garments.
- (S) Clothing with potentially offensive slogans, words, or images.

In some cases, and depending on the employment role, a Company uniform may need to be worn. Such clothing shall

be provided by the Company in sufficient quantity, but must be taken care of by the employee. All Company uniforms must be returned upon termination of employment, or transfer to a different role that does not require the use of uniforms.

11.5 Sexual Harassment

The promotion of physical, emotional and psychological well-being of employees is an important objective of ELYSIAN PROJECT. In this regard, ELYSIAN PROJECT is committed to providing a conducive working environment where your right to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is assured.

The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct.

For the purpose of this Section 11 "sexual harassment" means:

Any unwanted or unwelcomed or unsolicited or unreciprocated conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological, or physical harassment to the recipient:

- A. That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; and/or
- B. That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing.

Sexual harassment in workplace includes sexual harassment occurring outside the workplace as a result of employment responsibilities or employment relationships. Situations under which such employment related sexual harassment may take place include, but are not limited to:

- (A) At work related social functions.
- (B) In the course of work assignments outside the workplace.
- (C) At work related conferences or training sessions.
- (D) During work related travel.
- (E) Over the phone.
- (F) Through electronic media.

11.6 Non-Business Workplace Relationships

When employees have relationships, which go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact upon the reputation and integrity of ELYSIAN PROJECT. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of ELYSIAN PROJECT. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements with respect to workplace relationships.

There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act properly, your relationship may be seen as influencing your judgment. Accordingly, as an ELYSIAN PROJECT employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without notifying in writing to your designated CoBE Compliance Officer.

11.7 Occupational Health, Safety and Environment (HSE)

ELYSIAN PROJECT is committed to providing a safe and healthy workplace for all employees working at its facilities and minimising the impact of its operations on the environment.

Everyone on ELYSIAN PROJECT's premises must conscientiously and diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by ELYSIAN PROJECT as amended and updated from time-to-time and all applicable laws and regulations.

Everyone on ELYSIAN PROJECT's premises must strive to reduce, reuse, recycle and recover waste by adopting industry good practice.

11.8 Substance Misuse (Drug and Alcohol Abuse)

Substance misuse (as defined in Section 11.8) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is ELYSIAN PROJECT's policy that the unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse within its premises or while conducting its businesses or being under the influence of any such substance while working is prohibited. In this respect, all persons covered by this Policy must diligently observe and comply with the policies and procedures on substance misuse issued by ELYSIAN PROJECT as amended and updated from time-to-time, copies of which are available from Group Health, Safety & Environment. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by ELYSIAN PROJECT management with authority over the relevant premises or activity.

To ensure adherence to this policy, ELYSIAN PROJECT may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws.

Any persons covered by this Policy who are found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of misconduct which may render them liable for disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by ELYSIAN PROJECT by signing relevant documents issued by ELYSIAN PROJECT. Further, employees who undergo such testing must give consent to the release of the results to ELYSIAN PROJECT.

Under this Policy, "substance misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs obtained or used without legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.

All third parties performing work for or on behalf of ELYSIAN PROJECT and any other persons on ELYSIAN PROJECT's premises are required to demonstrate that substance misuse control programmes are part of their HSE management to ensure that substance misuse among their employees is adequately controlled and meets ELYSIAN PROJECT standards.

11.9 Borrowing Money

You will not, under any circumstances, borrow, request, lend money from or to your subordinate, ELYSIAN PROJECT contractors, subcontractors, vendors, consultants or suppliers or any other entity that have dealings with ELYSIAN PROJECT.

Subject to the foregoing and to any restrictions that may be set out in a Country Supplement that are applicable to you, you may borrow money from any person or stand as surety or guarantor for any borrower provided that you do not in any manner place yourself under any serious obligation to any person:

- A. Who is directly or indirectly, subject to your official authority.
- B. With whom you have or are likely to have official dealings.

11.10 Workplace Bullying and Harassment

ELYSIAN PROJECT will not tolerate workplace bullying and harassment in the workplace or on the job.

Workplace bullying is defined as persistent, offensive, abusive, intimidating, or insulting behaviour, which, makes the recipient feel upset, threatened, humiliated or vulnerable. Workplace bullying can be in the form of verbal, physical, social or psychological abuse by another person or group of people at work.

Harassment is any systematic and/or continued unwanted physical, verbal or non-verbal conduct-based targeting, including but not limited to a recipient's marital status, gender, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

Examples of Workplace Bullying and Harassment include:

- A. Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling or using that person as a joke that is hurtful, demeaning, insulting or humiliating, abusive and offensive remarks.
- B. Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- C. Gesture bullying: Non-verbal threatening gestures, glances or expressions that can convey threatening messages or hostility.
- D. Exclusion: Socially or physically excluding, isolating or disregarding a person in work- related activities.
- E. Cyber bullying.
- F. Ill-treating others: Using one's position to ill-treat or abuse others.
- G. Defaming, humiliating or discrediting others.

11.11 Human Rights

ELYSIAN PROJECT is committed to respecting human rights in all areas of its operations and our human rights commitment is applicable to all employees and third parties performing work for or on behalf of ELYSIAN PROJECT and any other persons on ELYSIAN PROJECT's premises.

You shall not use child labour and shall employ persons who meet the applicable minimum legal age requirement to work in the country or countries in which you operate. You shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labour.

11.12 Employment Interviews

The ELYSIAN PROJECT endeavours to conduct its job interviews objectively and with professionalism, integrity, non-discrimination, and transparency. In order to do this, certain ethical guidelines are followed including adherence to federal discrimination laws. In some countries, discrimination laws also apply to smaller employers, sometimes even those employers who have only one employee. Therefore, there is a limitation in what types of questions can be asked.

Therefore, in seeking information from a job applicant, the interview should consider:

- A. Will the answer to this question, if used in making a selection, have an inequitable effect in screening out minorities or members of one sex?
- B. Is this information really needed to judge an applicant's competence or qualifications for the job in question?

It is also important to stay away from any question that concerns:

- A. Race
- B. Religion
- C. Age
- D. Ethnic background
- E. Gender
- F. Marital status
- G. National origin

In addition, increasing numbers of states and municipalities have statutes that prohibit discrimination on the basis of sexual lifestyle or preference, or smoking habits. The rule of thumb is that if it has nothing to do with the position you're trying to fill, don't ask.

Some questions that could be considered discriminatory include:

- A. Are you married?
- B. What is that accent you have?

- C. Where is your spouse from?
- D. Are you engaged?
- E. Do you have children?
- F. Where are you from / Were you born here?
- G. What is your ethnic heritage?
- H. What church do you go to?
- I. How old are you / When were you born?
- J. When did you graduate from high school?

If an applicant should offer some information voluntarily about one of these areas, it should be ignored. A Company interviewer should not respond to it and should not follow up on it or include it in the job interview notes. It could be used to prove discrimination if there is a notation about the applicant's protected status.

All interviews shall be documented by keeping written notes and indicating the day and means of the job interview. Job interviews are to be conducted by a minimum of two (2) persons (interviewers) in order to ensure transparency and fair treatment. Video or audio recorded interviews are not permitted even with interviewee consent as they may not comply with data protection laws. However, live streaming video conferencing is permitted.

11.13 Staff Training

The ELYSIAN PROJECT recognizes the value and importance of proper and adequate training. As such, ELYSIAN PROJECT will provide relevant training to its employees, and where necessary, third-party external contractors, agents and representatives. The Company may deliver training under the following categories:

- A. Training on company procedures and policies.
- B. Specific training to skillsets and expertise for a required job function or role.
- C. Voluntary or general interest training.

Training may be delivered in one of several forms, such as:

- A. Self-paced presentation material.
- B. Training instruction through on-site presence or video-conferencing.
- C. Web-based training.
- D. Information leaflets or briefings.
- E. Workshops or team building exercises.

Certain training may be mandatory in order to ensure compliance with Company policies and practices and the law, so you must participate in all trainings/briefings required by ELYSIAN PROJECT. The attendance or accomplishment of mandatory training shall be recorded in a training register or log.

12.0 Disciplinary Process and Sanctions

12.1 Importance of Good Conduct and Discipline

The maintenance of discipline, good conduct and decorum amongst the employees of ELYSIAN PROJECT is critical to the smooth running of its business or enterprise and is for the common good of ELYSIAN PROJECT and its employees.

The term "misconduct" means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to ELYSIAN PROJECT and includes a breach of discipline or violation of this Policy or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of ELYSIAN PROJECT.

The following constitute acts of misconduct for which a person covered by this Policy may be liable for disciplinary action, subject to the requirements of applicable law:

- (1) Insubordination.
- (2) Tardiness.
- (3) Absenteeism.
- (4) Violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, or visitors to ELYSIAN PROJECT premises).
- (5) Theft, fraud, misappropriation.
- (6) Being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty.
- (7) Encouraging or assisting anyone to steal ELYSIAN PROJECT's property.
- (8) Negligence, neglect or dereliction of duty.
- (9) Sleeping while on duty.
- (10) Deliberate damage to ELYSIAN PROJECT's property.
- (11) Leaving the workplace during working hours without appropriate permission.
- (12) Sexual impropriety at the workplace.
- (13) Substance misuse on the job or that affects your performance.
- (14) Signing in or signing out attendance for other employees.
- (15) Sexual harassment.
- (16) Workplace bully and harassment.
- (17) Obstructing other employees from performing their duties.
- (18) Gambling within the premise of ELYSIAN PROJECT.
- (19) Non-observance of safety precautions or rules or interfering or tampering with any safety devices installed in or about the premises of ELYSIAN PROJECT.
- (20) Engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise.
- (21) Engaging in other employment/business whilst in the service of ELYSIAN PROJECT, without the permission of ELYSIAN PROJECT.
- (22) Any act which could adversely affect the image or reputation of ELYSIAN PROJECT.
- (23) Misuse of ELYSIAN PROJECT's computer and telecommunications systems (for instance, excessive accessing of

non-work-related internet sites (such as social networking websites), accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software).

- (24) Taking retaliatory actions against persons in situations where they are protected by the ELYSIAN PROJECT Whistleblowing Policy.
- (25) Conducting themselves in a manner that can be reasonably construed as lacking in efficiency.
- (26) Breaching any policies or prohibitions set out within this Policy.
- (27) Taking measures in circumvention of the policies and prohibitions set out in this Policy.
- (28) Failing to observe all laws and regulations applicable to ELYSIAN PROJECT's business and operations.
- (29) Failing to comply with applicable ELYSIAN PROJECT established policies, rules and procedures, including but not limited to the limits of authority (LOAs) and ELYSIAN PROJECT Technical Standards.
- (30) Conviction of criminal court.
- (31) Condonation or failure to take action against any disciplinary issues or a misconduct.
- (32) Falsify/tamper/alter any document in the course of employment or submission thereof.
- (33) False declaration pre or during employment.
- (34) Wilful withholding of information (for instance, intentionally fails to disclose important information during an investigation by the Company).

The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in this Section 12.1 above.

Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by this Policy for misconduct or for non-compliance with such laws, regulations, rules and procedures.

12.2 Disciplinary Process and Sanctions

Provisions concerning disciplinary procedures and actions relevant for your jurisdiction are set out in a Country Supplement (if applicable). If no such provisions are set out in such a supplement for your jurisdiction, the standard disciplinary rules and practices for dealing with violations of company policy in your jurisdiction will apply, in every instance subject to the requirements of applicable law. Further information in this regard may be obtained from the designated CoBE Compliance Officer.

Disclaimer

ELYSIAN PROJECT reserves the right to amend this policy and guidelines.

The ELYSIAN PROJECT Code of Business Ethics (CoBE) Policy Manual is a general reference for use in all the territories in which ELYSIAN PROJECT conducts operations. It does not describe all applicable laws or ELYSIAN PROJECT policies or give full details on any particular law or policy. It does not constitute legal advice. It does not constitute or create a contract of employment. ELYSIAN PROJECT reserves the right to modify, revise, cancel or waive any policy, procedure or condition without notice and without revision of the Policy. Moreover, the provisions of the Policy may be modified by ELYSIAN PROJECT to adapt them to local laws and conditions.

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Appendix A – Privacy Policy

Privacy Statement

228 ELYSIAN PROJECT ADVISORY LIMITED (ELYSIAN PROJECT) and its group of companies, including its subsidiaries and controlled companies ("ELYSIAN PROJECT", "we", "our" "us") are committed to protecting and respecting your privacy.

Reference to "ELYSIAN PROJECT" herein refers to 228 ELYSIAN PROJECT ADVISORY LIMITED (ELYSIAN PROJECT) and any of its subsidiaries or controlled companies. The companies in which ELYSIAN PROJECT has direct or indirect shareholding are distinct legal entities.

This ELYSIAN PROJECT Privacy Statement ("Privacy Statement") explains what personal data we collect about you, when and why we collect it, how we use it, the conditions under which we may disclose it to others, your rights to your personal data and how we keep it secure.

This Privacy Statement covers both our online and offline collection activities, including personal data that we collect through online platforms such as websites, applications, third party social networks or our online and physical events, or through other third parties that we work with.

B.1 Information Gathering and Usage

If you are an employee or work for ELYSIAN PROJECT, we shall provide a separate statement to inform you how your personal data is used.

Your personal data may be collected directly from you or from other sources such as our customers, clients, their counterparties and representatives, third parties such as regulatory authorities, government agencies, credit reporting agencies, recruitment agencies, providers of pre-engagement screening services, your employer or other referees, social network information, publicly available records, or other third parties that we work with. We may aggregate personal data from different sources such as online and offline collection points and we combine personal data which are collected by any of our companies in ELYSIAN PROJECT, though in relation to personal data that you have provided, we will only do so for purposes which are consistent with the purposes for which you have provided that personal data.

Aggregated data which may be derived from your personal data but is anonymized is not considered personal data in law, as this data will not directly or indirectly reveal your identity. For example, we may aggregate data related to usage of our website to calculate the percentage of users accessing a specific website feature. However, if we combine or connect aggregated data with your personal data in a way which does directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Statement. If you are an existing customer or vendor of ours, or a representative of an existing customer of ours, further details about how we use your personal data are set out in your/ your employer's customer contract with us. We may provide further notices to you at the point we collect your personal data, which will highlight any further information relating to our use of that personal data, and, where applicable, provide you with the ability to opt in or out of selected uses.

If you are based in the European Economic Area ("EEA") or United Kingdom ("UK") during your interactions with us (other than solely for travel purposes whereby you are not resident in the EEA or UK), the laws in those countries require us to provide you with additional information about our processing activities. We have included this information in Section B.13.

If you are based in a country or territory outside the EEA or UK during your interactions with us (other than solely for travel purposes whereby you are not resident in the EEA or UK), then subject to the applicable data protection laws, by providing us with your personal data, you agree and consent to the collection, use and disclosure of your personal data by us for some or all of the purposes mentioned in this Privacy Statement, where applicable.

A. Types of Personal Data Collected and How We Collect It

We will collect and process all or some of the personal data as follows. We describe certain kind of data (defined below) as Special Category Data.

1. Personal data that you provide to us, such as when using the contact form on our website, providing feedback, your correspondence with us or when you interact with any of our social media channels (which may include when you like or comment on a post);

We may collect current and historical personal data including your name (including any prefix or title), contact information (such as your address, email address, telephone number, nationality, identification number such as passport number, birth

date, gender, organization, business interest, employment, position held), social media identifiers, Special Category Data (as defined below), billing and financial information (such as billing address, bank account and payment information) and enquiry or complaint details and such other information depending on the nature of business relationship or dealings you have with ELYSIAN PROJECT. "Special Category Data" means sensitive personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic, biometric, health, sexuality or sexual orientation, or relating to criminal convictions or offences. Special Category Data receives a higher level of protection in some jurisdictions such as EEA and UK. Collection and processing of Special Category Data will entail different requirements from jurisdiction to jurisdiction in accordance with applicable local laws.

2. Information you provide when applying for a role, work placement which include internship or during open day or recruitment event or as a beneficiary.

In any of the above circumstances, we collect your CV or résumé which may include your contact details (such as name, address, email address and telephone number), education information (such as field of study, university and country of study, academic scores and achievements, personal certifications), employment history, racial or ethnic origin, nationality, financial information (such as parents or beneficiaries income, bank account name and number), photographs or profile picture and any other supporting documents or information as submitted by you or on your behalf during the application process.

We carry out pre-screening of applicants to whom we intend to make an offer of employment, scholarship, or internship or to receive grants as beneficiaries (as appropriate). We may also undertake criminal records or financial probity checks or other independent searches to assess your suitability for the position were permitted by, and in accordance with, applicable law. Special Category Data may be processed strictly in accordance with applicable local laws.

3. You (or someone you act for) have a relationship with us.

If you are or act for or are related to our customers and clients, where you are our counterparty or provide services to our counterparty and where you or the organization you work for is a regulator, government agency, judiciary, legislative or other law enforcement agency, we may collect and process your personal data based on your relationship with us. The types of personal data include contact information (such as name, address, email address and telephone number); identification information (such as a national identification number, passport number, date of birth); business information (such as name of organization, job title, department, business address, organization structure, shareholding or directorship); any recordings captured through our communication platform (such as Microsoft Teams or Zooms, etc.), details in business registration documents, third party due diligence, documents, credit checks, financial details including bank account details and bank account statement; demographic information and interests which will include any information that describe your demographic and behavioral characteristics (such as date of birth, age or age range, geographic location, personal preferences (e.g. food), medical condition (e.g. allergies), hobbies or interests and household or lifestyle information).

4. Website and Online communication usage

Details of your visits to our website and information collected through cookies and other tracking technologies including, but not limited to, your log-in information, IP address and domain name, your browser version and operating system, information about your device, traffic data, location data, web logs and other communication data, and the resources that you access.

We use analytical or performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

If any part of our website links you to external websites, those websites do not operate under this Privacy Statement and we do not accept any responsibility or liability arising from those websites. We recommend that you read the privacy/personal data protection statement/policy posted on those external websites in order to understand their procedures for collecting, processing, using and disclosing personal data and before submitting your personal data to those websites.

We may also collect information you provide in completing online subscriptions or registration and any online application

forms or when you report a problem, raise a query or provide feedback on our online services.

5. Visitors to any of our offices, premises, or events.

When you visit our offices or premises, we may collect and process your personal data in connection with your visit. Such personal data will include your contact information (such as name, address, email address and telephone number), identification information (such as national identification number, passport identification number or driver's license information); business information such as name of organization, reason for visit, date and time of visit, biometric and facial recognition and access limitations.

Where we have installed CCTV in our offices, your image may be captured and recorded when you visit our premises that are protected by CCTV. Additionally, your image may be captured via photographs or videos taken by us or our representatives when you attend our events.

Our CCTV use is not intended to target or monitor any individuals but to provide a safe and secure workplace environment in the relevant premises.

During a health crisis or disease outbreak we may collect Special Category Data on your health and physical condition, health condition of individuals in your household, results of your health assessment, quarantine, and hospitalization information and any other information required or recommended to be held in connection with control or management of such health crisis or disease outbreak.

B. The Purposes for Collection of Personal Data

We will collect and process all or some of the personal data as follows. We describe certain kind of data (defined below) as Special Category Data.

We may use personal data that we obtain for any of the following purposes:

1. To communicate effectively with you and conduct our business.

To conduct our business, including to respond to your queries or resolve any disputes, which may arise in connection with any dealings with us, to otherwise communicate with you, or to carry out our legal obligations arising from any agreements entered into between you and us, or to maintain and update internal contact lists to effectively communicate with you.

2. To update you on contests, marketing information and promotions.

To provide you with updates and offers including facilitating your participation in any technology challenges, contests, roadshows, promotions, campaigns and events. We may also use your information for marketing our own or our partner's products and services to you by post, email, and phone calls. Where required by applicable data protection laws, we will ask for your consent at the time we collect your data to conduct any of these types of marketing. We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting us as set out in the "Contacting Us" section below.

3. Personalization (offline and online).

With your consent (where required), we use your personal data to (i) analyse your preferences and habits; (ii) to anticipate your needs based on our analysis of your profile; (iii) to improve and personalize our online and offline interaction with you; (iv) to ensure that the contents from our websites or applications are optimized for your computer and device; (v) to provide you with targeted marketing content; (vi) to better understand our business and pattern and trends relating to our products; (vii) to develop or further improve our product and services; and (viii) allow you to participate in interactive features when you chose to do so.

4. To assess your application for a role in the organization or as beneficiary.

To assess your application and pursuant to laws to which ELYSIAN PROJECT is subject (example, in relation to equal opportunities). This processing is a necessary pre-condition of entering into any future contract with you and for ELYSIAN PROJECT to fulfil its employment duties with respect to other employees and you yourself (should you be employed by ELYSIAN PROJECT). This could also include using your personal data to carry out background and reference checks, communicate about the application process, keep records and comply with legal and regulatory requirements, and may also include use of Special Category Data in accordance with applicable laws.

If you are unable to provide us with the information we request for this purpose, we may be unable to assess your appropriateness for the relevant application or to communicate with you. If your application is unsuccessful, we will keep

your personal data in accordance with our internal policies and procedures and for administration and statistical analysis purposes.

5. To carry out due diligence or Know Your Customer screening activities.

To carry out due diligence assessment prior to entering into legal relationship with us, in accordance with legal and regulatory obligations or risk management procedures that may be required by law or may have been put in place by us.

6. To monitor certain activities.

To monitor queries and transactions to ensure service quality, compliance with procedures and to combat fraud, and to process any payments related to your commercial transaction with us.

7. To ensure the physical security and safety of visitors to our offices or premises.

To prevent loss, fraud, theft, injuries, terrorism, and other such events which may have an impact on health, safety and security from taking place at any of our premises.

8. To notify you of changes.

To notify you about changes to our services and products.

9. To ensure that our website content is relevant.

To ensure that content from our websites and any other microsites are presented in the most effective manner for you and for your device (which may include passing your data to business partners, suppliers and/or service providers).

10. To re-organise or make changes to our business.

In the event that we: (i) are subject to negotiations for the sale of our business or part thereof to a third party; (ii) are sold to a third party; or (iii) undergo a re-organisation, we may need to transfer some or all of your personal data to the relevant third party (and its advisors) as part of any due diligence process for the purpose of analysing any proposed sale or re-organisation. We may also need to transfer your personal data to that re-organised entity or third party after the sale or reorganisation for them to use for the same purposes as set out in this Privacy Statement.

11. In connection with legal or regulatory obligations.

We may process your personal data to comply with our regulatory requirements or dialogue with regulators as applicable which may include disclosing your personal data to third parties, the court service and/or regulators or law enforcement agencies in connection with enquiries, proceedings or investigations by such parties anywhere in the world or where compelled to do so. Where permitted, we will generally direct any such request to you or notify you before responding unless to do so would prejudice the prevention or detection of a crime.

12. Other circumstances.

In other circumstances, such purposes that are necessary or directly related to your relationship with us or where it is permitted under the applicable laws.

Where we collect personal data from you, we will only do so for fulfilment of the purposes set out above. Failure to provide your personal data may mean that we are not able to effectively provide you with our products and/or services or to carry out any of the above-mentioned purposes, if at all.

B.2 Processing Your Personal Data, and Obtaining Your Consent

Where we rely on your consent for processing your personal data, you may withdraw your previous consent to this processing at any time, by contacting us by using the contact details below. Please note, however, that withdrawing your consent will not affect the lawfulness of processing based on your previous consent (prior to withdrawal).

Where we process your personal data for direct marketing purposes, we will log any objection you make, and stop processing your data for direct marketing purposes.

There may be instances where we process your personal data for our legitimate interests or on the basis of other lawful grounds (i.e., because we have established a relationship with you and need to process your personal data in order to provide you with the information and/or services you have requested), without having obtained your consent – this applies where our processing activities are governed by the applicable laws of certain jurisdictions in which we operate that do not require consent to have been obtained where there are legitimate and/or other lawful grounds to process the relevant personal data.

We do not seek your consent in such cases largely so that we can provide you with services in an efficient way (or where in some cases it might not be possible for us to seek your consent because we must process personal data, for example, for the detection of fraud). Before processing your personal data, we will consider your rights and freedoms and will only commence such processing where we do not think your rights will be infringed.

The collection of your personal data by us may be mandatory or voluntary in nature depending on the purposes for which your personal data is collected. Where it is mandatory for you to provide us with your personal data, and you fail or choose not to provide us with such data, or do not consent to the above or this Privacy Statement, we will not be able to provide our products and/or services or otherwise deal with you and/or to assess and process your application.

B.3 Personal Data from Minors and Other Individuals

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents and/or other individuals, you confirm that you have explained to them that their personal data will be provided to, and processed by, us and where required by law, you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Statement.

In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Statement.

B.4 Information Sharing

We may share the personal data that you provide to us to other entities in the ELYSIAN PROJECT group for the purposes described above. Such affiliates may be located in a jurisdiction that may not provide a level of protection equivalent to that provided by the laws of your home country. Where such transfers occur, ELYSIAN PROJECT will reasonably protect personal data and address data privacy and other privacy requirements in accordance with applicable laws.

Information may also be shared with our service providers or third parties, in each case to the extent necessary for the purposes described above. Such third-party who we reasonably believe need to have access to your information to provide you with the information or services you request from us may include:

- A. Our approved sub-contractors, business partners, suppliers, or other third-party organizations providing administrative, IT or other services to ELYSIAN PROJECT or any member of the ELYSIAN PROJECT group of companies;
- B. Analytics and search engine providers that assist us in the improvement and optimization of our website;
- C. Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others;
- D. Third parties in connection with the transfer of all or any part of our business or assets;
- E. Our auditors, consultants, lawyers, accountants or other financial or professional advisers appointed in connection with our business on a strictly confidential basis, appointed by us to provide services to us;
- F. Any party in relation to legal proceedings or prospective legal proceedings; or
- G. Government agencies, law enforcement agencies, courts, tribunals, regulatory/professional bodies, industry regulators, ministries, and/or statutory agencies or bodies, offices or municipality in any jurisdiction, if required or authorized to do so, to satisfy any applicable law, regulation, order or judgment of a court or tribunal or queries from the relevant authorities.

We will not otherwise use, share, disseminate, publish or disclose your personal data except as may be required in response to litigation, investigations or other legally required disclosures or to protect our rights, property or safety or of our customers, or others.

Transfer out of the EEA and UK - As part of the services offered to you either through the website or otherwise, the information which you provide to us may in some instances be transferred to countries outside of the EEA and UK. The data protection laws in such countries may not provide the same level of protection for your personal data as provided for under European and UK data protection laws. However, when we transfer your information outside of the EEA or UK in this way, we take steps to ensure that appropriate safeguards, required by law, are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Privacy Statement.

If we transfer your personal data, we will always do so under strict conditions of confidentiality and similar levels of security safeguards.

B.5 Where we Store Your Personal Data

All information you provide to us is stored on our secure servers or on the servers of third-party IT service providers. We maintain

appropriate administrative, technical and physical safeguards to protect against loss, misuse or unauthorized access, disclosure, alteration or destruction of the personal data you provide to us in accordance with applicable laws.

We may transfer your personal data to, or store it in, a destination outside of the jurisdiction of the entity to which you provided it. This is because ELYSIAN PROJECT is a global business, with operations located in various jurisdictions, which uses third party service providers based in a number of locations worldwide.

Where we have to transfer your personal data to third countries, we will use appropriate approved safeguards in accordance with applicable laws.

B.6 Period Which we Store Your Personal Data

We will store your personal data for no longer than is necessary for the purposes for which it was collected or provided to us (unless a legal or insurance obligation requires us to keep it for longer period such as operational, legal, regulatory, tax or accounting requirements).

B.7 Your Rights to Your Personal Data

Please note that you have the following rights:

- A. Access. You may contact us at any time in order to request access to the personal data we hold about you. We will confirm whether we are processing your personal data, provide details of the categories of personal data concerned and the reasons for our processing. We can also provide you with a copy of your personal data on request though we will have to be mindful of the rights of others within any relevant records when doing so.
- B. Rectification. You can ask us to correct or complete your personal data by contacting us at any time. To the extent reasonably possible, we will inform anyone who has received your personal data of any corrections we make to it.
- C. Restriction. In certain circumstances, it may be possible to require us to limit the way in which we process your personal data (example, require us to continue to store your personal data, but not otherwise process it without your consent).
- D. Erasure. You may ask to have the information on your account deleted or removed, in certain circumstances. We will try to do so promptly, and, to the extent reasonably possible, we will inform anyone who has received your personal data of your request. However, we must keep track of certain transaction information, such as past purchases and similar information, for legal or tax compliance purposes, to satisfy insurance obligations or in the event of legal claims, so we may not be able to fully delete your information in certain circumstances.
- E. Receiving/transferring your personal data. In certain circumstances (where we process your data based on consent or pursuant to a contract with you, and the processing is carried out by automated means), you may ask us to send you the personal data we hold on you in an electronic, structured and user-friendly format, or you may ask us to send this data to another entity.
- F. Object. Where we are processing your personal data without your consent to pursue our legitimate interests, you may object to us processing your personal data. Where we are using your personal data to contact you for marketing purposes, you may object to such processing at any time.
- G. Automated decision-making. You have the right to be informed of any automated decision-making, including profiling, used in connection with your personal data, and we will provide information about the logic we apply, as well as the significance and consequences of such processing.
- H. Complaints. You have the right to lodge a complaint with the relevant data protection supervisory authority in the country where you are based or any place where you believe an infringement of your personal data has occurred. We encourage you to contact us before making such complaint to the relevant authorities, so that we can try to resolve any concerns you have.

B.8 Security

We have security measures in place to help protect against the loss, misuse and alteration of the information under our control. While we cannot guarantee that loss, misuse or alteration to data will not occur, we ensure that our systems adhere to market security standard so as to help safeguard against such occurrences.

B.9 Changes to Our Privacy Statement

Any changes we make to our Privacy Statement in the future will be included in this CoBE. Please check back frequently to see any

updates or changes to our Privacy Statement through revisions of this manual.

B.10 Language

In accordance with the requirement of EU data protection and privacy law, this Privacy Statement may be issued in both English and other official languages. In the event of any inconsistencies or discrepancies between the English version and any other language version, the English version shall prevail.

B.11 Contact Details

If you have any questions, comments or request regarding this Privacy Statement or your personal data, or if you wish to contact a data protection officer for any of companies within our group, you may reach out to us at info@elysian-project.com, or as otherwise instructed from time-to-time.

B.12 Stakeholder Relations

INFORMATION GATHERING AND USAGE FOR STAKEHOLDER RELATIONS PURPOSE

We may collect your personal data which you voluntarily provide to us such as your name, salutation, date of birth, gender, your business contact information such as your designation, organization, address, email address, telephone number, and such other information depending on the nature of business relationship you have with ELYSIAN PROJECT.

We may also collect your personal data from third party sources where your personal data has been made publicly available by yourself or by third parties (e.g. information published on your personal or official website, business card, online publications such as news reporting, corporate profiles, autobiographies, annual reports, social media postings) and from such other sources where you have given your consent for the disclosure of personal data relating to yourself (e.g. formal and informal engagements such as meetings, conferences, events organised by ELYSIAN PROJECT or third parties), or where otherwise lawfully permitted. From the aforesaid sources, we may derive further information such as your personal and professional profile, interests, preferences, persons related to yourself (example, family members, relatives, connected persons), publicly known political affiliations, insights or opinions, etc., all of which will be processed by us strictly for internal use by ELYSIAN PROJECT Group of Companies for the purpose of managing our relationship with you only.

We may use personal data that we obtain for any of the following purposes (including but not limited to):

- A. Managing relationship and engagements with you as our stakeholder in general, and in particular to store basic stakeholder data, identify, assess and monitor stakeholders' expectations and the issues that you may raise with us in one centralized stakeholder management system which records and monitors stakeholder and organisation profiles, engagements, issues, grievances and social investment activities.
- B. Assessing our engagements with you in order to improve our interactions.
- C. Personalising relevant communications with you in respect of personal details and contact information which you have provided to us for example sending out festive greetings and event invitation, ensuring appropriate protocol arrangement, distributing ELYSIAN PROJECT collaterals (example, annual report), providing business updates (example, updates on CSR activities);
- D. Providing corporate hospitality as part of enhancing stakeholder experience.
- E. Carrying out surveys, research and feedback to help us better understand your requirements, interests and concerns to help improve our business delivery to you and gauge brand/reputation perception and sentiments.
- F. In other circumstances, such purposes that are necessary or directly related to your relationship with us or where it is permitted under the applicable laws.

Where we collect personal data from you, we will only do so strictly needed for fulfilment of one of the purposes set out above. In the event we do not receive your personal data, this may mean that we are not able to effectively address your requirements, interests and concerns or to carry out any of the abovementioned purposes, if at all.

Processing your personal data and obtaining your consent / Where we rely on your consent for processing your personal data, you may withdraw your consent to this processing at any time, by contacting us by using the contact details below. Please note, however, that withdrawing your consent will not affect the lawfulness of processing based on your previous consent prior to withdrawal.

There may be instances where we process your personal data for our legitimate interests or on the basis of other lawful grounds (i.e., because we have established a relationship with you and need to process your personal data in order to provide you with the

information and/or services you have requested), without having obtained your consent – this applies where our processing activities are governed by the applicable laws of certain jurisdictions in which we operate that do not require consent to have been obtained where there are legitimate and/or other lawful grounds to process the relevant personal data.

We do not seek your consent in such cases largely so that we can provide you with services in an efficient way (or where in some cases it might not be possible for us to seek your consent because we must process personal data, for example, for the detection of fraud). Before processing your personal data, we will consider your rights and freedoms and will only commence such processing where we do not think your rights will be infringed.

The collection of your personal data by us may be mandatory or voluntary in nature depending on the purposes for which your personal data is collected. Where it is mandatory for you to provide us with your personal data, and you fail or choose not to provide us with such data, or do not consent to the above or this Privacy Statement, we will not be able to provide our products and/or services or otherwise deal with you and/or to assess and process your application (if any).

CONTACT DETAILS FOR STAKEHOLDER RELATIONS PURPOSE

Any questions and requests regarding this Privacy Statement or your personal data should be addressed to:

info@elysian-project.com, or as otherwise instructed from time-to-time.

B.13 European Appendix

This Appendix applies if you are based in the European Economic Area (EEA) or UK during your interactions with us (other than solely for travel purposes).

It sets out the additional information that we are required to provide to you under UK and European Union (“EU”) data protection law. Under EU and UK law, we are required to inform you of the “lawful bases” on which we rely to process your personal data. Below, we set out the “lawful bases” that we use as the basis for our use of your personal data for each of the purposes mentioned in the main Privacy Statement. You can find an explanation of each of the grounds relied on below:

Processing activity	Lawful bases
Purpose for which we collect and use personal data	
To communicate effectively with you and conduct our business, including providing service and notifying you of changes to services.	1. Contract performance. 2. Legal obligation. 3. Legitimate interests (to enable us to perform our obligations and provide our services and to manage our relationship with you).
To assess your application for a role at ELYSIAN PROJECT.	1. To decide whether to enter into a contract with you. 2. Legal obligations. 3. Legitimate interests (to enable us to decide whether to appoint you, since it would be beneficial to ELYSIAN PROJECT to appoint someone for that role).
To provide you with marketing materials or to personalize our website and services.	1. Consent. 2. Legitimate interest (to keep you updated with news in relation to our products and services).
For research and development purposes.	1. Legitimate interests (to allow us to improve our services).
To carry out due diligence or KYC screening activities.	1. Legal obligations.
To monitor certain activities and to ensure service quality, compliance with procedures and to combat fraud, and to process any payments related to your commercial transaction with us.	1. Legal obligations. 2. Legal claims. 3. Legitimate interests (to ensure that the quality and legality of our services).
To administer or re-organise ELYSIAN PROJECT and protect ELYSIAN PROJECT and our websites (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).	1. Legitimate interests (for running our business, provision of administration and IT services, network security, prevent fraud, and in the context of a proposed or actual business re-organisation or

	group restructuring exercise). 2. Legal obligations.
To ensure the physical security and safety of visitors to our offices.	1. Legal obligations. 2. Legitimate interests (to ensure that visitors are safe).
In connection with legal or regulatory obligations.	1. Legal obligations.

How We Use Special Category Data

Under EU and UK data protection laws, Special Category Data has greater protections.

Typically for UK/EEA-resident individuals, we will use your Special Category Data in the following ways:

- A. We will use information about your health status to consider whether we need to provide appropriate adjustments during the recruitment process, for example whether adjustments need to be made during a test or interview or other meetings with you. We process this personal data in connection with our rights and obligations under employment, social security or social protection laws, or in compliance with our legal obligations;
- B. We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting. We process this personal data in connection with our rights and obligations under employment, social security or social protection laws, or in compliance with our legal obligations;
- C. We may request certain health data from you when visiting our offices in the event of a health crisis or disease outbreak. We process this personal data on the basis of your consent; and/or
- D. We may collect information about your criminal convictions history if we would like to offer you a position at ELYSIAN PROJECT. We carry out criminal records check in order to satisfy ourselves that there is nothing in your criminal convictions history, which may make you unsuitable for the role. In particular, we may carry out background checks when required by law or because the role requires a high degree of trust and integrity. We process this personal data for the following reasons:
 1. Compliance with a legal obligation;
 2. Our legitimate interest to ensure those engaged by ELYSIAN PROJECT are fit to serve and kept safe;
 3. In connection with our rights and obligations under employment, social security or social protection laws; and/or
 4. It is necessary for reasons of substantial public interest (such as detecting or preventing unlawful acts).

We have in place an appropriate policy document and safeguards, which we are required by law to maintain when processing such data.

B.14 Cookies

A. Cookie List

A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first-party cookies. We also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting – for our advertising and marketing efforts. More specifically, we use cookies and other tracking technologies for the following purposes:

B. Performance Cookies

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

C. Strictly Necessary Cookies

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences,

logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. These cookies do not store any personally identifiable information.

D. Targeting Cookies

These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

ELYSIAN PROJECT reserves the right to amend this Privacy Policy from time to time.

END ***