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INTRODUCTION

- 1.1 The Group operates its business in several European countries and always complies with applicable laws, including applicable laws relating to anti-corruption, anti-bribery and countering of frauds (including UK Bribery Act and US Foreign Corrupt Practices Act). Additionally, the Group always complies with its Code of Business Ethics and Conduct and other Group's internal rules.
- 1.2 This Policy is based on the UN Convention against Corruption and summarises the principles and rules of conduct for dealing with corruption. The purpose of the Policy is, in connection and in compliance with the Group's Code of Business Ethics and Conduct and other Group's internal rules, to ensure legally compliant behaviour by employees, business partners, agents and customers; to ensure compliance of the Group with applicable laws relating to anti-corruption, anti-bribery and countering of frauds; to prevent conflicts of interest from arising; to sensitise Representatives for potential conflicts of interest and thereby protect them from criminal offenses; and to prevent damage to the Group's reputation as a result of improper practices.

APPLICABILITY

- 2.1 This Policy applies to, and shall be observed by, all companies within the Group and their Representatives. If applicable, the Group will also seek to pursue the same principles and standards, when directly dealing with any Business Partner or Agent.
- 2.2 The prior written approval of the Management Board of S IMMO AG is required for any deviation from this Policy, provided that such deviation would not breach any applicable laws.

DEFINITIONS

- 3.1 Unless this Policy states expressly otherwise or unless the context requires otherwise, the capitalized terms used in this Policy shall have the meaning ascribed to them in this Section 3.1:
 - 3.1.1 "Agent" means any agent, consultant, contractor, sub-contractor and anyone other, who works on behalf of the Group, and "Agents" shall be construed accordingly;
 - 3.1.2 "Associate" means any person or entity closely connected to another person, including spouse, domestic partner, child or dependent, spouse's or domestic partner's child or dependent, company controlled by such other person, or any other closely related party, and "Associates" shall be construed accordingly;
 - 3.1.3 "Business Partner" means any existing or prospective business partner of the Group, including tenants, purchasers, suppliers, lenders and joint venture collaborates, and "Business Partners" shall be construed accordingly;
 - 3.1.4 "Compliance Officer" means compliance officer of S IMMO AG;
 - 3.1.5 „Facilitation Payments" mean any facilitating or expediting payment to any public official, political party or party's official, the purpose of which is to expedite or to secure the performance of a routine governmental action by these officials or political party;
 - 3.1.6 "Gift" means any gift, advantage or entertainment of any kind, and "Gifts" shall be construed accordingly;
 - 3.1.7 "Group" means S IMMO AG and its subsidiaries,
 - 3.1.8 "Policy" means this S IMMO Anti-Corruption, Anti-Bribery and Countering of Frauds Policy; and

- 3.1.9 “Representative” means any officer, director, employee or anyone other directly engaged with, and authorized to act on behalf of, the Group, and “Representatives” shall be construed accordingly.

MANAGEMENT RESPONSIBILITIES

- 4.1 The overall responsibility for the pursuing of this Policy rests with the Management Board of S IMMO AG that acts through the Compliance Officer. The Compliance Officer reports to the Management Board of S IMMO AG on a regular basis.

FIGHTING CORRUPTION

- 5.1 Corruption is a widespread phenomenon raising serious social, moral, economic and political concerns, undermining good governance. Corruption also increases the cost of doing business, introduces uncertainties into commercial transactions, destroys trust and interferes with the fair and efficient operation of markets and thus impedes economic development.
- 5.2 The reputation of the Group is formed by the way we interact with our business partners. We obey the law and treat our business partners, as we would like to be treated ourselves. Our relationships with business partners are characterized by trust and fairness. We must not allow private interests and personal advantages to interfere with our business decisions.
- 5.3 We win contracts fairly, based on the quality and price of our attractive products and services. Accordingly, we will never offer, promise or grant illegal benefits to public officials or decision-makers in the private industry in order to win a contract. This includes but is not limited to gifts, loans, assets, hospitality, travel, vacation, payment of commissions or rewards in the form of benefits in cash or in kind, job offers, special personal services that are offered or given with the intention of doing so
- to gain an undue advantage or
to put someone under moral pressure to get this advantage or
to influence a decision.
- 5.4 Moreover, within the scope of their work, all Representatives have the responsibility to ensure that external parties do not have the opportunity to exert improper influence on decisions made by the Group.
- 5.5 No one will suffer retaliation, discrimination or disciplinary action for refusing to engage in bribery or for revealing a corrupt act. Whistleblowers who report in good faith are protected against any form of retaliation the Group, irrespective of the legal requirements for whistleblower protection.
- 5.6 Ban on Bribery
- 5.6.1 In dealing with business partners, customers, suppliers, the authorities and other public officials, all Representatives, without exception, are prohibited from offering, promising or granting, directly or indirectly, financial or other advantages or approving such advantages if by doing so the recipient is to be induced to commit an unlawful act or omission. Such offers, promises, grants, gifts and invitations and other benefits of this nature may also not be made if they can be understood as an attempt to improperly influence a public official or a business partner. We strictly avoid any appearance of inappropriateness and dishonesty.
- 5.6.2 Granting advantages to public officials is generally not permitted. Strictly forbidden are payments or any other advantages (anything of value) to influence an act or decision of a public official, to influence the enactment or promulgation of legislation or regulations, or to induce public officials to misuse their influence to shape or have an impact on an act or decision for the purpose of obtaining or retaining business. For more details, see Section 10 of this Policy.
- 5.6.3 If there is an advantage in reciprocity for accelerating or ensuring an official act, this is illegal and there is a ban on making such Facilitation Payments (for more details, see Section 12 of this Policy). It is not a breach of these guidelines if not paying would

endanger the personal health of employees or close relatives (“extortion payments”). Such incidents must be reported to the Compliance Officer.

5.6.4 If any Representative is requested by public officials or by decision-makers in private industry to grant unfair advantages or if Representatives perceive acts of bribery in the company, such Representatives shall report this in compliance with Section 19 of this Policy.

5.7 Ban on Corruptibility / Inbound Bribery

5.7.1 Any business decisions are exclusively made in the interests of the Group putting aside personal interests. When making business decisions, we cannot allow ourselves to be influenced by suppliers or other business partners that offer or promise us improper benefits, and we will not accept such benefits if they are offered to us. In addition, we do not request our suppliers or other business partners to grant us any improper advantages.

5.7.2 Even the slightest perception shall be avoided that undue advantages granted might influence business decisions. Whenever uncertainty exists if acceptance of a gift, an invitation to a business meal or an invitation to an event from a supplier is allowed, we can check this by means of the Section 7 et seq. regarding gifts & invitations below. For open questions, the Compliance Officer should be contacted.

5.7.3 If undue advantages are offered, promised or granted or if instances of corruption in the company are perceived, report shall be made report this in compliance with Section 19 of this Policy.

5.8 Ban on Bribing through Third Parties

5.8.1 Representatives are not permitted to grant financial or other advantages to a business partner, consultant, agent, intermediary or other third party, or to approve an advantage of this nature, if circumstances indicate that they are wholly or partially being used, directly or indirectly, to induce a public official or a person in the private sector to commit an illicit act or omission or to influence a public official in some other way that is not allowed.

5.8.2 In this regard, the Group places high demands on the integrity of business partners that are also included in contractual agreements. The Group will either not cooperate with business partners or persons acting on its behalf who have a track record of acting without integrity or of illegal business conduct (particularly corruption) or establish appropriate measures to ensure ethical and legal behaviour.

5.8.3 Within the framework of business partner selection, a risk-based, documented business partner integrity check will be conducted.

5.9 Mergers & Acquisitions

5.9.1 Within the scope of real estate transactions by the Group, in the context of risk identification of the investment or divestment decision, important compliance risks must be appropriately recorded and considered accordingly (risk-based compliance due diligence). S IMMO implemented an additional KYC-process for these kind of transactions.

5.9.2 It is particularly important to ensure that when commissioning consultants, intermediaries or other third parties in the M&A process, not to tolerate any form of corruption whatsoever.

5.9.3 Group compliance must be involved in due course to make sure that the targeted companies themselves, their owners, their managers or the ultimate beneficiary as well as the structure of the deal do not expose the Group to an undue compliance risk.

- 5.9.4 After the acquisition, the integration must include a plan for mitigating possible remaining compliance risks and for quickly implementing the standard Group compliance system at the acquired company. The implementation progress must be reported regularly to the Compliance Officer.

CONFLICT OF INTERESTS

- 6.1 A conflict of interests can arise when the Representative's personal interests (or personal interests of his/her Associate) interfere or appear to interfere with his/her ability to act in the best interest of the Group.
- 6.2 The Representatives may not engage in transactions directly or indirectly, which lead or could lead to a conflict of interests, or, as the case may be, shall avoid any situation that causes or could cause such a conflict of interests, unless specifically approved in compliance with applicable laws and the Group's internal rules. Even the appearance of a conflict of interests where none actually exists can be detrimental to the Group and shall be avoided.
- 6.3 The Group's employees can work for another employer being active in the same business only with the Group's previous written consent, and members of the Group's corporate bodies shall in case of a (possible) conflict of interests comply with the respective corporate laws and the Group's internal rules.
- 6.4 The Group expects the Representatives to be free from influences that conflict with the best interests of the Group or might deprive the Group of their undivided loyalty in business dealings. Otherwise, the Representatives, other than members of the Group's corporate bodies and management, are required to refuse any intervention, coercion or influence that could jeopardize the impartiality of their decision-making relating to the Group's business affairs and, at the same time, to inform their supervisor and the Compliance Officer. The same notification duty applies, if such Representative is uncertain, whether or not a conflict of interests exists or will exist. Members of the Group's corporate bodies and management shall in such cases report to, and consult with, the Compliance Officer. The Group also expects that any relationship among the Representatives shall not impair ordinary professional performance of the Representatives' obligations.
- 6.5 A non-exhaustive list below provides illustrative examples of situations, in which a conflict of interests may arise
- 6.5.1 ownership of interest in, acquiring an employment or other contract with, acting as executive director of, or providing consultancy services to, any competitor of the Group;
- 6.5.2 ownership of interest in, acquiring an employment or other contract with, acting as executive director of, or providing consultancy services to, any third party (other than the Group's competitor) without approval of the respective company within the Group; or
- 6.5.3 any other business relation with any third party or with another individual or entity that exercises influence over the third party, that serves to the advantage of the Representative or his/her Associate, provided that such a business relation is or potentially is detrimental to the Group.

GIFTS AND INVITATIONS

- 7.1 Giving and accepting Gifts and extending and accepting invitations to business meals or events is part of everyday business life. However, without due care and attention, this can lead to accusations of bribery, corruption or other criminal offenses.
- 7.2 The aim of this regulation is to ensure that neither giving nor accepting Gifts or invitations results in any financial or reputational damage for the management, the employees or companies of the Group.

- 7.3 Concerning Gifts and invitations, attention is paid to economic efficiency, appropriateness and the effect on public perception, regardless of the following detailed regulations.
- 7.4 Gifts and invitations must be given and accepted transparently, in good faith and without expectation of anything in return.
- 7.5 Any Gift may be provided / accepted in the interest, and at the expense, of the Group, only if the following conditions are met:
 - 7.5.1 the Gift is not made in monetary form (e.g. in the form of cash, money transfers, interest-free or low interest loans, vouchers, complimentary use of credit cards);
 - 7.5.2 the Gift is provided only with good intentions and for legitimate business purposes;
 - 7.5.3 providing the Gift is consistent with good business practices;
 - 7.5.4 providing the Gift is not prohibited by applicable laws and the Group's internal rules, and it does not breach ethical standards;
 - 7.5.5 providing the Gift is permitted (or at least not prohibited) by the counterparty's internal rules;
 - 7.5.6 providing the Gift does not create an appearance of impropriety;
 - 7.5.7 the Gift does not create an expectation of a further special treatment;
 - 7.5.8 potential publicizing the information on providing the Gift would not be detrimental to the Group's reputation; and
 - 7.5.9 providing the Gift was approved within the Group, if required.
- 7.6 Gifts to public officials are generally not allowed (clause 10).

ACCEPTING GIFTS AND INVITATIONS

8.1 Accepting Gifts

- 8.1.1 The following gifts may be accepted without the approval of or notification to the employee's supervisor:

Customary gifts and small tokens ("giveaways"), which are intended as courtesies and have a value of EUR 100 or less per business partner (= individual) and quarter, e.g. flowers, promotional gifts or a "normal" bottle of wine.

- 8.1.2 If this value is exceeded, approval must be obtained by the employee's supervisor and documented.

- 8.1.3 Gifts are not allowed if there is a connection between receiving the Gift and a business decision by the recipient. Under no circumstances may the acceptance of the Gift be subject to conditions.

- 8.1.4 The acceptance of monetary gifts (e.g. in the form of cash, money transfers, interest-free or low-interest loans, vouchers, complimentary use of credit cards) is not permitted.

8.2 Accepting Invitations to Business Meals

- 8.2.1 The acceptance of invitations to business meals in connection with business appointments or other activities is considered implicitly approved within normal and appropriate limits up to a value of EUR 150 per business partner (= individual) and quarter. No report or approval is required.
- 8.2.2 In individual cases, the supervisor of the employee may grant authorisation, if the refusal of an invitation to a business meal in connection with business appointments would be considered impolite (e.g. invitation to a graduation dinner) and the value exceeds EUR 150.
- 8.2.3 Members of the Management Board / managing directors are permitted, if the interests of the company warrant it, to accept invitations to business meals from business partners that exceed a value of EUR 150.
- 8.3 Accepting Invitations to Events
 - 8.3.1 Attendance at events with a clear business character (e.g. training courses, company presentations) including appropriate catering is permitted.
 - 8.3.2 Free seminars are considered implicitly approved and do not require a separate report provided that the focus is on imparting knowledge (no holiday destinations). However, the employee must inform his/her supervisor of the scheduled absence.
 - 8.3.3 Fee-based trade events or invitations to events that do not have a clear business character (e.g. sponsoring, marketing or sales events) or to events without any business character require the approval of the responsible supervisor prior to acceptance, independent of the value of the event, and must be documented.
 - 8.3.4 Travel and accommodation costs must in general be covered by the respective Group company. Otherwise, final approval by the Management Board is required.
 - 8.3.5 Employees may not be accompanied by their spouse or life partner. However, the supervisor may approve exceptions in justified individual cases.
 - 8.3.6 Department heads and country managers may be accompanied by their spouses or life partners to events which include appropriate hospitality when this participation is considered business entertainment, is in the interest of the Group and reflects general practices. In this case, the cost limits defined by this Policy also apply analogously to the accompanying persons, albeit on a per-person basis.
 - 8.3.7 If there is a connection to a business decision, it is not allowed to accept the invitation.

GIVING GIFTS AND INVITING BUSINESS PARTNERS

- 9.1 Any requests by Business Partners and third parties for Gifts or other benefits must be rejected. Any such incidents should be reported to the Compliance Officer.
- 9.2 Justified Gifts may not be intended to influence business decisions in an improper manner and must be selected to avoid any appearance of influence on the part of the recipient.
- 9.3 Giving the Gifts to the individuals or entities that the Group does business with, may never collide with rules concerning prohibition of corruption, bribery and frauds.

9.4 Under no circumstances, the granting of the Gift may be subject to conditions.

9.5 Giving Gifts

9.5.1 The following gifts may be given to Business Partners, customers or other third parties without the approval or notification of the employee's supervisor:

Customary gifts and small tokens ("giveaways"), which are intended as courtesies and have a value of EUR 100 or less per business partner (= individual) and quarter, e.g. flowers, promotional gifts or a "normal" bottle of wine.

9.5.2 Gifts with an equivalent higher value are not permitted.

9.6 Invitations to Business Meals

9.6.1 Invitations to business meals in connection with business appointments or other activities is considered implicitly approved within normal and appropriate limits up to a value of EUR 150 per business partner (= individual) and quarter. No report or approval is required. Invitations above this amount must be approved by the employee's supervisor.

9.6.2 Members of the Management Board / managing directors are permitted, if the interests of the company warrant it, to extend invitations to business meals to business partners that exceed a value of EUR 150.

9.6.3 Invitations to Associates of a Business Partner are not permitted unless required by justified interests or as a courtesy. In this case, the cost limit defined by this Policy also apply analogously to the accompanying persons, albeit on a per-person basis.

9.7 Invitations to Events

9.7.1 Invitations to attend events with a clear business character (e.g. training courses, company presentations), including appropriate hospitality, are allowed.

9.7.2 Travel and accommodation costs are not allowed to be covered by the inviting party. Exceptions to coverage of travel and accommodation costs must be approved by the (local) Management Board.

9.7.3 Invitations to events that do not have a clear business character (e.g. sponsoring, marketing or sales events) or to events without any business character are permitted. However, the non-business part of the event must be designed appropriately and having in mind the public perception.

9.7.4 In the following cases, the Management Board must approve events with a partial / non-commercial character:

- (i) if the event has a value greater than EUR 100 for the invitee;
- (ii) if travel and accommodation costs are covered by a Group company;
- (iii) if accompanying persons of the Business Partner are invited.

9.7.5 If there is a connection to an entrepreneurial decision of the Business Partner, the invitation may not be issued.

9.7.6 The events and guest lists are to be documented and archived in the department organising the event.

GIVING GIFTS AND INVITATIONS TO PUBLIC OFFICIALS

- 10.1 Gifts to public officials are generally not allowed.
- 10.2 Invitations to public officials to attend events with a clear business character (e.g. training courses, company presentations) including appropriate catering are permitted. The costs of travel and accommodation are not allowed to be taken over.
- 10.3 Invitations to public officials to events that do not have a clear business character (e.g. sponsoring, marketing or sales events) are permitted. Accompanying persons may only be invited if it would not be appropriate to appear at the event unaccompanied. However, a written statement by the public officials that participation in the event does not contradict legal regulations and complies with internal guidelines to which they are subject, must be provided.
- 10.4 The organization of the non-business part of the event should be appropriate and consideration must be given to the effect it will have on public perception. The costs of travel and accommodation must be covered by the public officials.
- 10.5 If there is a connection to a business decision by the public officials, the invitation may not be extended.
- 10.6 The events, guest lists and statements of the public officials that participation in the event does not conflict with applicable guidelines must be documented and archived in the department organizing the event.
- 10.7 Invitations to public officials to events without any kind of business character are not permitted.

PROHIBITION OF BRIBES, CORRUPTION AND FRAUDS

- 11.1 The Group does not tolerate corruption, bribery or frauds in any form. Therefore, no Representative shall directly or indirectly:
 - 11.1.1 offer, make, promise or authorize the transfer of anything of value to a public official (or his/her Associate) to obtain or retain a business advantage or to influence any decision by such official in his/her official capacity, unless authorised by applicable laws;
 - 11.1.2 offer, make, promise or authorize the transfer of anything of value to any private person or entity to improperly influence that person in the legitimate performance of his/her expected duties and obligations; or
 - 11.1.3 accept or receive anything of value from any person, where such thing is offered, promised or given with the intention of improperly influencing the Representative to obtain or retain business for the Group or secure an improper business advantage.

PROHIBITION OF FACILITATION PAYMENTS

- 12.1 The Facilitation Payments are legal in certain jurisdictions. However, the Group adheres to highest possible anti-corruption and anti-bribery standards and considers these payments to be equivalent of bribes. As such, the Facilitation Payments are prohibited to be done by any Representative.
- 12.2 With respect to all incidents involving the solicitation of Facilitation Payments, each Representative shall do the following:

- 12.2.1 All suggestions of this nature must be clearly rejected.
- 12.2.2 It has to be made clear that no cash payments will be made and that payments are only made to the authorities if an official receipt is issued.
- 12.2.3 Ask for the official's name and insist on speaking to his superior.
- 12.2.4 Leave your negotiating partner in no doubt that his proposal is a criminal offense and unacceptable for S IMMO.
- 12.2.5 Inform your supervisor about the incident.
- 12.2.6 Immediately report all incidents to the Compliance Officer.
- 12.2.7 Document the incident in your records.
- 12.2.8 Terminate all contact with the official / intermediary or terminate business relations with the intermediary.

IMPORTANT RULES AND PRINCIPLES FOR THE WORKPLACE

- 13.1 The following principles must be strictly observed in order to protect yourself and the Group from sanctions due to violations of anti-corruption laws:
 - 13.1.1 Representatives of the Group must not use business connections for personal benefit or the benefit of third parties or to the detriment of the Group (separation principle).
 - 13.1.2 All business transactions must be conducted in a transparent manner (transparency principle).
 - 13.1.3 Transactions must be documented in writing, in particular services rendered and payments made. Documentation must ensure that the transaction is transparent (documentation principle).
 - 13.1.4 Payments must never be made in cash; payments must always be made by bank transfer. Care must be taken to ensure that the recipient's account is not with an offshore bank (non-cash principle).

- 13.2 What should be avoided:
 - 13.2.1 Do not mix private interests with the interests of the Group.
 - 13.2.2 Do not give or accept monetary gifts or cash equivalents (rebates tokens, cheques, vouchers, discount stamps, crypto currencies, or similar).
 - 13.2.3 Do not give or accept any kind of benefit if it gives the impression that you are only doing so to receive or make a consideration in return.
 - 13.2.4 Do not grant benefits to officials or holders of political office without obtaining prior permission from your Compliance Officer.
 - 13.2.5 Avoid granting / receiving regular benefits to / from the same person.
 - 13.2.6 Never transfer payments without having received a verifiable invoice.

POTENTIAL RISKS RELATED TO ANTI-CORRUPTION AND ANTI-BRIBERY RULES

- 14.1 A non-exhaustive list below provides illustrative examples of situations, which may raise concerns under various anti-bribery and anti-corruption laws. Notwithstanding other obligations set forth by applicable laws and the Group's internal rules (including this Policy), any Representative encountering, or being aware of, any of the situations below (or any other kind of actual or suspected corruption, bribery or frauds), shall report to the Compliance Officer or via the Group's whistle-blowing procedure:
 - 14.1.1 any Agent or Business Partner engages in, or has been accused of engaging in, improper business practices;
 - 14.1.2 any Agent or Business Partner has a reputation for paying bribes or requiring that bribes are paid to him/her, or has a reputation for having a "special relationship" with foreign government officials;
 - 14.1.3 any Agent or Business Partner insists on receiving a commission or fee payment before committing to sign up to a contract with the Group;
 - 14.1.4 any Agent or Business Partner requests payment in cash or refuses to sign a formal commission or fee agreement, or refuses to provide an invoice or receipt for a payment made;
 - 14.1.5 any Agent or Business Partner requests that payment is made to a country or geographic location different from where such Agent or Business Partner resides or conducts business;
 - 14.1.6 any Agent or Business Partner requests an unexpected additional fee or commission to "facilitate" a service;
 - 14.1.7 any Agent or Business Partner demands lavish entertainment or Gifts before commencing or continuing contractual negotiations or provision of services;
 - 14.1.8 any Agent or Business Partner requests that a payment is made to "overlook" potential legal violations;
 - 14.1.9 any Agent or Business Partner requests that the Group or Representative provide employment or some other advantage to his/her friend or Associate;

- 14.1.10 the Representative receives an invoice from any Agent or Business Partner that appears to be non-standard or customised;
- 14.1.11 any Agent or Business Partner insists on the use of side letters or refuses to put terms agreed in writing;
- 14.1.12 the Representative notices that the Group has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 14.1.13 any Agent or Business Partner requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by, or known to, the Group; or
- 14.1.14 the Representative is offered an unusually generous Gift or offered lavish hospitality by any Agent or Business Partner.

SPONSORING, DONATIONS AND ADVERTISING

- 15.1 Sponsoring, donations and advertising are inherently exposed to an increased bribery risk. Hence, rules and procedures have been implemented to protect the Group as well as its Representatives.
- 15.2 Advantages, such as donations and sponsoring, are prohibited when they could create the impression of improper influence over a business partner, customer or other third party; when government agencies are involved; when the beneficiary is authorised to decide over a submitted offer or is related to a decision-maker. Included here, in particular, are advantages granted when concrete negotiations are in progress or when the conclusion of a business transaction is imminent or has already taken place.
- 15.3 The Group supports education, science, social concerns and the environment within its legal and economic possibilities by making monetary donations and donations in kind. As opposed to sponsoring, the funding body does not expect a commercial consideration in making a donation.
- 15.4 In the context of this Policy, advertising is only addressed under the aspect of the independence of journalistic reporting.
- 15.5 In the case of donations and sponsorship, the necessary internal permissions must be obtained and documented.
- 15.6 Sponsorship
 - 15.6.1 Sponsorship is an allowance granted to an institution, organisation or person, either in cash or in kind, in return for counter-performance offering positive publicity (e.g. inclusion of logos on printed matter, opportunity to participate in podium debates, etc.).
 - 15.6.2 Sponsorship must therefore be regarded as expenditure in return for public relations. As with all other payments for counter-performance, a written contract is required before making a payment; as a minimum, this contract must clearly and unambiguously define the payments and return services as well as the recipient(s) of payments.
 - 15.6.3 Prior to concluding a sponsoring contract, the following must be verified that
 - (i) the type of event is compatible with the brand identity of S IMMO or the respective Group company;
 - (ii) the compensation for the sponsoring is valuable and a comparison of the financial amount of the sponsoring engagement with market prices (checked by marketing department of S IMMO) shows a favourable result;

- (iii) in terms of marketing or compliance aspects, the organizer of the sponsored event does not have a negative history and is not subject to any conflict of interest (business partner integrity check) and that no other negotiations with the organizer are pending.
- 15.6.4 Sponsoring is not permitted where the expected counter-performance is significantly less than the value of the sponsorship or does not meet a legitimate business interest.
- 15.6.5 No sponsoring shall take place in respect to events that are organized by political parties, their front organisations, religious groups or public authorities.
- 15.6.6 Projects are barred from sponsoring, (i) which entail high risks (e.g. risks to people, animals, the environment) and/or which do not pursue a socially acceptable goal and/or (ii) where the allocation of funds is neither transparent nor clear.
- 15.7 Donations
 - 15.7.1 Donations are allowances given to institutions or organisations, either in cash or in kind. A donation is made without expectation of gaining an advantage, whereby the emphasis is on the motivation for the donation.
 - 15.7.2 S IMMO is aware of the social and societal responsibilities of an internationally active organisation and aims to support charitable projects and associations both in Austria and in countries in which the Group operates. S IMMO therefore assigns an annual budget for charitable donations for non-profit and charitable purposes as well as for environmental, social, educational and scientific purposes and local community engagements.
 - 15.7.3 Donations to private individuals and profit-making companies are not permitted.
 - 15.7.4 S IMMO promotes charitable commitments on the part of its employees.
 - 15.7.5 To ensure compliance with these guidelines, donations above a certain amount require the explicit approval of the Management Board of S IMMO AG. All donations under the terms of these guidelines must be reported to the Compliance Officer for entry in a „donation list“. An overview for donations made in the previous business year shall be disclosed on the website of the company in accordance with applicable law.
- 15.8 Advertising
 - 15.8.1 The Group respects the independence of journalistic reporting. Therefore, under no circumstances, any influence on journalistic reporting by placing advertisements or providing free services will take place.
 - 15.8.2 Any editorial costs incurred for reporting, e.g. travel expenses are not taken over. Exceptions require a resolution by the Management Board of S IMMO.
 - 15.8.3 The placements of advertisements in the media of political parties or politically related organizations is prohibited.
- 15.9 Contributions to political parties, politically exposed persons and religious groups
 - 15.9.1 Contributions to political parties, grass-roots organisations, officials, politically exposed persons, churches and religious groups (donations of any kind, benefits in kind, etc.) are prohibited throughout the Group.
 - 15.9.2 This does not apply to charitable establishments with a political or religious background, as long as promoting the common good is the main focus of the establishment. In this case, the specifications listed under Section 15.7 of this Policy must be observed.

ANTI-CORRUPTION AND ANTI-BRIBERY CLAUSE

- 16.1 The Group strives to include anti-corruption and anti-bribery clause to any contract with its Agents and Business Partners.
- 16.2 For the purposes of combating corruption, the Group's employees have the anti-corruption clause in their employment contracts or employment code of conduct.

USE OF INTERMEDIARIES

- 17.1 A careful background check (integrity, due diligence) must be performed before intermediaries are used. This could take the form, for example, of a credit report or an excerpt from the commercial register.
- 17.2 Intermediaries must accept and comply with S IMMO's relevant guidelines, in particular this Policy. All agreements with intermediaries must be concluded in writing.
- 17.3 Intermediaries must disclose that they work for and / or were commissioned by S IMMO.
- 17.4 Representatives must report any irregularities in accordance with point 19 of this Policy.

ZERO TOLERANCE OF MISCONDUCT

- 18.1 Misconduct and violations of anti-corruption laws and internal ethical requirements can have severe consequences not only for the individual personally, but also for the entire Group. The Group considers corruption as highly incompatible with its identity, mission and objectives. Therefore, the Group has a zero tolerance policy towards corruption meaning that the Group does not tolerate corruption in relation to any of its actions. The Group will take all suspicions of corruption seriously and assess, act upon, investigate and discipline all such cases as appropriate and in a professional, transparent and fair manner. The Group disciplines deliberate, unlawful misconduct and violations of internal guidelines consistently, regardless of the rank or position of the person involved. Failure to comply with this Policy may result in disciplinary action up to the possibility of termination of employment in accordance with applicable laws. The Group furthermore reserves the right, without prejudice to any other right or remedy available to it, to take such additional action, civil and/or criminal, as may be appropriate.
- 18.2 Also, Business Partners have to expect appropriate consequences in case of breach of contractual compliance obligations or violations of anti-corruption laws (i.e. termination of business relationship; in appropriate cases, civil legal action or referral for regulatory or criminal prosecution).

REPORTING

- 19.1 If you notice or learn of any violations of internal guidelines, legal regulations, principles of conduct or other form of corruption, we encourage you to speak out and report these incidents – under your own name or anonymously.

19.2 The following communication channels are available for reporting:

19.2.1 Management Board

19.2.2 Directly to the Compliance Officer: Lucia Kautzky, via email at Lucia.Kautzky@immofinanz.com, by telephone under +43 1 88090 – 2259 or by fax under +43 1 88090 – 8259

By mail and confidentially to the Compliance Officer: Attn: Compliance Officer of S IMMO AG, Wienerbergstrasse 9, 1110 Vienna, Austria (in an envelope marked “Only to be opened by the Compliance Officer”).

19.2.3 Directly to the Head of Internal Audit: Andreas Feuerstein via email at andreas.feuerstein@simmoag.at, by telephone under +43 664 8180709

By mail and confidentially to the Internal Audit Department: Attn: Head of Internal Audit of S IMMO AG, Wienerbergstrasse 9, 1100 Vienna, Austria (in an envelope marked “Only to be opened by the Head of Internal Audit”).

19.2.4 Whistle-blowing system of S IMMO: You have the option to report relevant information or suspicions of corruption in different languages via the specially established whistle-blower system (<https://simmoag.integrityline.com/>). The system is confidential and protected. It offers the possibility to submit information anonymously.

FINAL PROVISIONS

20.1 The Management Board of S IMMO AG shall regularly revisit and reevaluate this Policy in light of development of the Group’s business and applicable laws.

20.2 The Group will take seriously and investigate all reports of potential violation of this Policy to ensure that proper step or measure is taken.

20.3 Each Representative of the Group shall signoff this Policy on an annual basis.

20.4 Violation of this Policy by any Representative may constitute a breach of the terms and conditions of employment or other relationship of such Representative with the Group, and thus such Representative may be subject to disciplinary action, which, depending on the nature of the violation, may range from a warning or reprimand to termination of employment or other relationship and, in appropriate cases, civil legal action or referral for regulatory or criminal prosecution.

ANNEX 1: DEFINITION OF PUBLIC OFFICIAL ACCORDING TO AUSTRIAN LAW

Public officials are:

Members of legislative bodies

Examples: members of the National Parliament, Federal Council, state parliament

Persons who carry out tasks pertaining to legislation, administration or the judiciary as one of the officials or employees for the federal government, a province, a municipalities association, a government agency or quasi-governmental agency, for a corporate body under public law (all institutions established by law except for churches and religious communities), for another country or for an international organization

Anti-Corruption, Anti-Bribery and Countering of Frauds Policy



Examples: federal minister, employees of ministries, heads and employees of administrative offices and authorities, members of provincial governments, judges, federal prosecutor, mayors and town councillors, university professors, directors and employees of public hospitals and social insurance agencies, ambassadors, United Nations employees

Persons who are otherwise authorised on behalf of the above-mentioned legislative bodies to undertake official business required by law

Examples: personnel office for civil servants of outsourced companies, members of disciplinary commissions and appeals committees

Officials and employees of companies with government links,

that are subject to control by the court of auditors or similar control

A list of companies audited by the court of auditors can be found on the website of the Austrian Court of Auditors (Rechnungshof) at https://www.rechnungshof.gv.at/rh/home/was-wir-tun/was-wir-tun/Rechtstraeger_Obligo.pdf

in which public authorities have significant influence (e.g. more than a 50%, nomination rights for the management board or supervisory board, actual control)

Examples: ÖBAG, Austrian Post, Verbund, Wiener Stadtwerke

Officials of a political party or candidates for political office

Legal Note

This Corporate Code represents the fundamental position of S IMMO. However, it cannot be interpreted as the basis for requiring specific actions from or justifying contractual claims against S IMMO.

Compliance Office

Lucia Kautzky, Compliance Officer, can be contacted at any time for confidential consultations as follows: +43 699 1685 7259 or at lucia.kautzky@immofinanz.com.