

Code of Conduct

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1. Context and scope

- 1.1. This Code applies to employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, certain contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located, (referred to in this Code as **Staff**) of: (i) Infinity Power Holdings B.V. (**Infinity Power**) and its affiliates (all together the **IPH Group**); (ii) any subsidiary in which the IPH Group has a controlling interest; (iii) any other person acting for or on behalf of any affiliate within the IPH Group; and (iii) any arrangement between a member of the IPH Group and a third party.
- 1.2. Our Code is underpinned by our business principles, which are:
- *Business integrity* — We operate our business consistently and dependably; we are open and honest in all our dealings; we are objective, consistent and fair; we seek continuous improvement in all aspects of our business.
 - *Performance* — Infinity Power fosters a performance-oriented culture which encourages a competitive return on the investment of our shareholders.
 - *Health, Safety and the environment* — Infinity Power respects the health and safety of all our stakeholders including our Staff and the communities in which our businesses operate. Infinity Power encourages the efficient use of natural resources and strives to protect the environment.
 - *People* — Infinity Power respects the dignity of its Staff and strives to treat all Staff fairly irrespective of gender, sexual orientation, race, ethnicity, language, disability, political opinion, age, religion or any other legally protected category. Infinity Power will adopt minimum employment standards in accordance with internationally accepted good practice and provide compensation that meets or exceeds local industry or legal minimum standards.
 - *Social responsibility* — Infinity Power fosters sustainable development in growth markets by building commercially successful power businesses. We believe that part of the building of a sustainable business is to become part of, and participate in, the communities and societies in which we operate.
- 1.3. This Code should be read in conjunction with relevant Infinity Power policies including, but not limited to, staff handbooks and policies on anti-bribery and corruption, health & safety and privacy. To the extent there are any inconsistencies between this Code and other Infinity Power policies (at Group level or locally), this Code takes precedence (other than as may be specifically stated in this Code).

2. Accountability for compliance with the Code

- 2.1 You must familiarise yourself with the content of this Code, comply with all aspects of this Code and report any non-compliance of which you become aware to the Chief Legal Officer (CLO).
- 2.2 Note the section below on disciplinary procedures and relevant sections of staff handbooks in relation to breaches or violations of this Code.

3. Anti-bribery and corruption

- 3.1 Infinity Power does not make, condone or permit the making or receiving of an advantage (including payments or payments in kind such as gifts, favours, etc.) to obtain or retain a commercial advantage including business opportunities being made available to or decisions made in favour of the IPH Group.
- 3.2 In international business you may sometimes come under pressure to make payments or payments in kind to induce others improperly to award business or services to which the IPH Group would not generally be entitled. Never make or agree to such payments.
- 3.3 Under no circumstances will Infinity Power approve any irregular payment or payment in kind to win business or influence a business decision in Infinity Power's favour. Bribes, "kick-backs," secret commissions and similar payments are strictly prohibited. Moreover, these may expose Infinity Power and its Staff to criminal prosecution and serious penalties under applicable laws of other countries, as well as those of the country in question.
- 3.4 There are potential serious consequences, including imprisonment, of making or receiving payments from or to public officials or employees of state-owned businesses.
- 3.5 You must also read and comply with the terms of the separate *Anti-Bribery and Corruption Policy*.
- 3.6 Please consult the CLO in the first instance with questions or concerns regarding business transactions.

4. Anti-money laundering

- 4.1 Money laundering is the process of converting illegal revenues in such a way that the funds appear to come from legitimate sources. This is not limited to transactions carried out in cash. Usually, money laundering transactions require the involvement of a financial services entity.
- 4.2 While the IPH Group is not engaged in providing financial services, Infinity Power nonetheless complies, to the fullest extent applicable, with relevant anti-money laundering and terrorist financing laws and accepted best practice.

- 4.3 In order to ensure compliance with applicable laws, Infinity Power requires you, irrespective of your domicile, to comply with the requirements of the applicable legislation in your jurisdiction. In jurisdictions where there is less stringent legislation than in the UK, the requirements of the legislation applicable in the UK shall be the applicable standard.
- 4.4 It is an offence to:
- a) Assist anyone (which includes providing financial services) known or suspected to be laundering money generated by any serious crime;
 - b) Fail to report a transaction that you know, or suspect, is related to any crime involving drug-trafficking or terrorism; or
 - c) “Tip off” or inform any person who is under suspicion of, or being investigated for, money laundering.
- 4.5 Infinity Power and its stakeholders must undertake and support certain procedures to satisfy appropriate due diligence requirements. You are required to participate in and support these processes where applicable.
- 4.6 Please refer to the *Counterparty Screening Procedures* and the IPH Group *Anti-Money Laundering (AML) Policy* for more information.

5. Compliance with laws, rules and regulations

- 5.1 Infinity Power is committed to complying with all laws, rules and regulations by which it is governed. Infinity Power strives to comply not just with the letter but also with the spirit of applicable laws and regulations and it implements and adheres to international standards of best practice in its compliance framework.
- 5.2 All illegal activities or illegal conduct are prohibited whether or not specifically identified or referenced in this Code (or any Group policies or procedures). You are expected to set the example for integrity in business practice, including as regards to compliance with laws and regulations.
- 5.3 Where laws, rules and regulations are conflicting or unclear, or where there are no laws that specifically regulate the issue you are considering, you should contact the CLO.

6. Conflicts of interest

This section of the Code applies to employees at all levels, as well as directors and officers.

6.1 Policy statement

- 6.1.1. A conflict of interest arises whenever your private interests (including but not limited to any

personal financial interest) or responsibilities to any other organisation conflict or interfere in any way (or even appear to conflict or interfere) with the interests of the IPH Group.

6.1.2. You must at all times strive to avoid any situation of conflict that may arise and make decisions in the best interests of the IPH Group. Any business, financial or other relationship with suppliers, customers or competitors that might impair or appear to impair the exercise of your judgement solely for the benefit of the IPH Group is therefore **prohibited**.

6.1.3. Conflicts of interest can arise in any area of the IPH Group's operations and can include, but are not limited to, any of the following categories of conflicts:

- a) **Outside Employment:** You may not participate in outside employment, self-employment, or consultancy roles for organizations outside the IPH Group if such activity reduces work efficiency; interferes with your ability to act conscientiously in Infinity Power's best interest; or requires you to use Infinity Power's proprietary or confidential procedures, plans or techniques.
- b) **Directors / Officers / Partners:** You may not take up roles as a director, officer or partner in outside organisations without first having disclosed this to the CLO. You must disclose any existing role prior to joining Infinity Power or, if the opportunity arises during the time you are with Infinity Power, prior to committing to the role.
- c) **Outside Interests:** Doing business for the IPH Group with organizations where you have an interest (for example, a business in which you own shares, or an organization with which you are otherwise linked), may create a conflict of interest or the appearance of a conflict of interest.
- d) **Family Members:** Actions of family members may create a conflict of interest. For example, gifts to your family members by a supplier of the IPH Group are considered gifts to you and must be reported. Doing business for the IPH Group with organizations where your family members are employed, or which are partially or fully owned by your family members or close friends, may create a conflict of interest or the appearance of a conflict of interest.
- e) **Gifts, Entertainment, Loans or Other Favours:** You should not seek or accept personal gain, directly or indirectly, from anyone soliciting business from, or doing business with the IPH Group, or from any person or entity in competition with Infinity Power. Examples of such personal gains are gifts, non-business-related trips, gratuities, favours, loans, guarantees of loans, excessive entertainment or rewards. You may accept gifts of a nominal value only (see the *Gifts and hospitality* section below and the *Anti-Bribery and Corruption Policy*).
- f) **Dealing with Third Party Suppliers:** You are expected to deal with advisors or suppliers who best serve the needs of the IPH Group as to price, quality and service in making decisions concerning the use or purchase of materials, equipment, property or services. If you use the IPH Group's advisors, suppliers or contractors in a personal capacity you are expected to pay market value for materials and services provided.

6.2 Disclosure of interests and written register of interests

NB: You should report any actual or potential (direct or indirect) conflict of interest relating to you, or of which you become aware, to the head of your department and the CLO without delay.

1. When you join Infinity Power, you must disclose any personal interests in or responsibilities to another organisation which conflict (whether actual, potential, direct or indirect) with the interests of the IPH Group, using the Fitness & Proprietary Declaration (attached hereto as Appendix 1) which will form part of your onboarding documentation. Thereafter, you should avoid conflicts of interest arising by preventing, where possible, any entity or person with which you are associated from doing business with Infinity Power.
2. If, while you are working with Infinity Power, any personal interest or responsibility to another organisation arises which conflicts (whether actual, potential, direct or indirect), with the interests of the IPH Group, you must disclose this to your head of department and the CLO as soon as possible and provide an updated Fitness & Proprietary Declaration to Human Resources. Where the interest relates to outside employment or a directorship, you must disclose that interest and obtain the relevant required approval prior to committing to the role. Thereafter, you should avoid conflicts of interest arising by preventing, where possible, any entity or person with which you are associated from doing business with Infinity Power.
3. The Human Resources team of each office in the IPH Group must keep an ongoing written Register of Interests, which must be updated with details of any ongoing or new interest which is disclosed. This Register of Interest must be shared with Group HR and the CLO at least annually, or on an ad hoc basis upon request.
4. Individuals who hold directorships or similar within the IPH Group may also be subject to statutory or corporate constitutional duties or similar to declare conflicts of interests under the law applicable in the relevant jurisdiction. Records of any such declarations must also be entered in the directors' register of interests maintained by the Head Compliance.
5. However, only declaring a conflict of interest when you join Infinity Power (or when it first arises) is not enough – you must also comply with all the conflict management measures set out below throughout your time with Infinity Power.

6.3 Disclosure of a potential conflict of interest in relation to a particular decision

NB: You should report any actual or potential (direct or indirect) conflict of interest in relation to a particular decision to the head of your department and the CLO without delay.

1. As potential conflicts of interest can become actual conflicts of interest (see worked example below), you must notify the head of your department and the CLO of any possible conflict which might arise between any personal interests or any responsibilities to another organisation and the interests of the IPH Group in relation to a particular decision (whether financial or non-financial) of the IPH Group.
2. This must be done prior to the conclusion of any commercial arrangement which could be seen to give rise to a conflict of interest. It is also recommended that the possible conflict of interest is communicated to those involved in the transaction or decision. The CLO, in

consultation with the Executive Committee, shall be entitled at their absolute discretion to reject or prevent any such commercial arrangement.

3. You must also follow any additional disclosure processes, including those at board meetings.

Worked example

You are a director of Company A. Company A has the opportunity to provide goods or services directly (or indirectly through another company, Company B) to Infinity Power in relation to a project. Company A may directly (or through Company B indirectly) provide a quote for such goods and services to Infinity Power. What actions should you take to comply with this Code?

- (a) You are expected to have disclosed the outside directorship for Company A upon joining Infinity Power via the Employee Interests Declaration Form appended.
- (b) You should avoid any involvement whatsoever with Company A or Company B's quote to Infinity Power (including without limitation, introducing Infinity Power, or the opportunity to provide goods or services to Infinity Power, to Company A or B).
- (c) As soon as you become aware that Company A is participating directly or indirectly in the tender / procurement process, you must immediately notify both their head of department and the CLO in writing.
- (d) You must immediately recuse yourself from any discussions / negotiations / decision-making processes in relation to vendor selection for the relevant project.
- (e) In addition, at any board meeting in which the vendor selection is tabled, you should declare your interest in the transaction or arrangement in accordance with applicable law or practice (noting that, where directors and meeting attendees are asked to declare any conflicts of interest at the start of a meeting, this includes any actual, potential, direct or indirect conflicts of interest in any matter tabled for the board's attention). Details of whether an interest presents an actual conflict and how that conflict is dealt with will be recorded in the meetings of the board meeting at which it is considered.
- (f) Any conflict of interest that has been properly disclosed will be assessed and authorised by the CLO, in consultation with the Executive Committee, who shall be entitled, in their absolute discretion, to reject the involvement of Company A or B from any tender / procurement process.
- (g) You must not, under any circumstances, to take part in any discussions, negotiations, or decision-making about a matter in which you have an undisclosed interest of any nature.
- (h) The Register of Interests must be updated with details of any interest which has been disclosed in relation to a particular decision.

7. Corporate opportunities and use and protection of assets

- 7.1. You are prohibited from taking for yourself, personally, opportunities that are discovered through the use of Infinity Power property, information or position; using Infinity Power property, information or position for personal gain; or competing with Infinity Power. You have a duty to Infinity Power to advance its legitimate interests when the opportunity to do so arises.
- 7.2. You must not use Infinity Power funds, property, equipment or other resources for personal benefit. In addition, you are responsible for safeguarding Infinity Power resources under your control, including information, and for maintaining accurate records regarding the use of these resources. You must use Infinity Power funds sensibly and effectively at all times and you are accountable for the proper expenditure of Infinity Power funds, including money spent for travel expenses or for customer entertainment. You are also responsible for the proper use of property over which you have control, including both Infinity Power property and funds and property that customers or others have entrusted to your custody. Infinity Power assets must be used only for proper purposes.
- 7.3. Unauthorized removal of Infinity Power equipment, supplies, or other resources is regarded as theft. Similarly, Infinity Power resources must not be inappropriately used, sold, loaned, or donated without prior written approval from both the CLO and Chief Financial Officer.
- 7.4. You should take appropriate precautions to prevent theft, damage, or misuse of Infinity Power resources. For example, unattended buildings, storage areas and Infinity Power vehicles should be locked when they are not in use. You must not duplicate keys to Infinity Power property without management approval. Staff must not destroy or dispose of Infinity Power resources without management approval unless the items are of nominal value and can no longer be used (for example, office supplies). Intentional damage of Infinity Power resources is unacceptable and prohibited.

8. Corporate social responsibility

- 8.1. Infinity Power takes account of the impact of its operations on Staff, the local community and all others affected by its operations. As part of Infinity Power's commitment to sustainability, it recognises that it is part of and participates in the communities where it operates. While the power that Infinity Power generates and distributes has a direct benefit for the societies in which it operates, Infinity Power also has a responsibility to be a good corporate citizen by recognizing that its business activities affect those who live near its project facilities. Infinity Power fulfils that responsibility by supporting activities that contribute directly to the quality of life of its neighbours and others affected by its business.

9. Disciplinary procedures for breaches or violations of this Code

9.1. Breaches or violations of this Code can result in disciplinary action being taken against you, which could include oral or written reprimands, suspension or termination of employment or contractual arrangements or, potentially, a civil claim or lawsuit against you. The breach or violation of laws, rules or regulations which could subject the IPH Group to investigation, fines and other criminal penalties may also result in criminal prosecution of a Staff member found to have broken applicable law.

10. Disclosure policies

10.1. We must all work together to ensure that information disclosed to the public is reliable, truthful and accurate. Infinity Power's reputation is dependent upon our disclosure of only accurate and reliable information. Our financial and non-financial representations about the IPH Group must meet a very high standard of accuracy.

10.2. You must fully comply with your disclosure responsibilities in an accurate and timely manner or be subject to disciplinary proceedings up to and including termination of employment.

10.3. See also the section on *Filing of government and regulatory reports* below.

11. Environmental commitment

11.1. Infinity Power is committed to managing and operating its assets in a manner consistent with its business principles and with environmental laws, regulations and international standards as adopted by the IPH Group. You must mitigate environmental impacts or hazards arising from the IPH Group's operations while maintaining compliance with regulations, laws, permits, relevant environmental policies and guidelines and procedures adopted pursuant thereto.

12. Fair dealing

12.1. You must not take unfair advantage of anyone through manipulation, concealment, abuse of confidential or legally privileged information, misrepresentation of material facts or any other unfair-dealing practice.

13. Filing of government and regulatory reports

13.1. Any reports or information provided, on Infinity Power's behalf, to governments, regulators or other authorities should be true, complete and accurate. Any omission, misstatement or lack of attention to detail could result in a breach or violation of laws, rules and regulations.

14. Fraud and financial policy

14.1. Fraud generally involves some form of deceit, theft, trickery, or making of false statements, breach of trust and guilty intention with the object of obtaining money or other benefit. A fraudulent act can have significant consequences to the IPH Group and the individuals involved, including loss of sales and access to financing, withdrawal of licenses, litigation and damaged reputation.

14.2. Instances of fraud or suspected fraud must on all occasions be reported to the CLO immediately.

14.3. An accurate and auditable record of all financial transactions relating to the IPH Group, and any part of the IPH Group, must be maintained in accordance with generally accepted accounting principles. All financial statements prepared by the IPH Group, or any part of the IPH Group, must fairly and accurately present the current and forecast financial position, financial condition, business and financial soundness and risks and cash flows. No entry should be made in the financial records of the IPH Group, or any part of the IPH Group, that distorts or disguises the true nature of any transaction. Falsifying accounting records is illegal and will subject a participating Staff member to sanctions up to and including termination of employment and possible criminal penalties.

14.4. The IPH Group's periodic financial reporting will be prepared in accordance with the International Financial Reporting Standards (IFRS). Financial reports for part or wholly owned subsidiaries may also be prepared in accordance with other local accounting standards as required by the applicable local law and regulation.

14.5. Expenditure of Infinity Power funds or disposal of Infinity Power assets may only be carried out within the limits of the IPH Group *Delegation of Authority Policy* (and formally approved sub-delegations at subsidiary level).

15. Gender-based violence and harassment

15.1.1. Infinity Power is committed to supporting its Staff's health and wellbeing at work and providing a work environment which is free from harassment, intimidation and gender-based violence (GBV).

15.1.2. GBV refers to violence driven by expectations and roles associated with gender.

The term is not exclusive to violence against women and girls because such violence can also impact men and boys, particularly men who challenge or do not adhere to traditional “male” stereotypes. GBV is not limited to physical violence either. It can include threats or acts in a work context that inflict physical or mental harm.

- 15.1.3. Infinity Power will take seriously any instances of GBV and non-adherence to the relevant policies. Any instances of non-adherence will be investigated and where appropriate will be considered under the relevant disciplinary policies.

16. Gifts and hospitality

- 16.1. In this Code, references to gifts include any item of value provided to a third party or their employees/representatives or received by you from a third party. Hospitality includes any business entertaining, such as travel, accommodation, meals and invitations to events given to Infinity Power or to you by third parties or given by Infinity Power to third parties.
- 16.2. Infinity Power allows reasonable and appropriate gifts or hospitality to be given to or received from third parties, for the purposes of establishing or maintaining good business relationships, enhancing or maintaining our image or reputation, or marketing or presenting our products and/or services effectively.
- 16.3. It is essential that such practices do not influence, or be perceived as influencing, business decision-making. You must therefore consider whether the giving or receiving of a gift or hospitality is appropriate and ensure that these are given and received openly and without any attempt to mislead or hide their nature, value, purpose, or identity of the giver and recipient.
- 16.4. All gifts or hospitality received or given should be dealt with according to the process set out in the *Anti-Bribery and Corruption Policy*. Any questions with regards to gifts and hospitality should be directed to the CLO.

17. Health and safety

- 17.1. Infinity Power is committed to the protection of the health and safety of all individuals affected by its operations and to compliance with health and safety laws, regulations and international standards adopted by the IPH Group. All Staff shall strive to mitigate risks to the health and safety of individuals from Infinity Power’s operations while maintaining adherence to regulations, laws, permits, the relevant health and safety policies, and guidelines and procedures adopted pursuant thereto. This commitment extends to, but is not limited to, developing, implementing and maintaining facility-specific health and safety programs and procedures.

18. Information technology and systems

- 18.1. You may use a wide range of information systems to conduct business (email, messaging, telephone, cloud services including document management tools, etc.). You are responsible for protecting Infinity Power's proprietary, confidential or otherwise sensitive information communicated or stored using these systems.
- 18.2. All hardware, software and data must be adequately safeguarded against damage, loss, theft, alteration and unauthorized access. Sensitive transactions (for example, contractual commitment, financial transfers) must not be conducted electronically unless security can be guaranteed, and the transaction will be auditable. If authentication is important, the transaction should be confirmed using non-electronic means.
- 18.3. The use, duplication, or sale of proprietary software, except as described in the manufacturer or owner's license agreement or conditions applying to use, is an infringement of copyright law and is strictly prohibited.
- 18.4. Electronic communications systems are Infinity Power resources and must be used only in accordance with relevant IT policies which discuss further the prohibited uses, personal uses and other issues. Infinity Power reserves the right to monitor your use of its information systems and does not guarantee the privacy of electronic communications stored or transmitted using Infinity Power systems.

19. Insider trading

- 19.1. Inside information is non-public information about a publicly traded company that, if made public, is likely to have a significant effect on the price of that company's shares. Examples of inside information include significant contracts, financial forecasts or earnings estimates, major management changes, proposed mergers or acquisitions, major litigation, or securities offerings.
- 19.2. It is illegal for you to use such inside information obtained in the course of your work with the IPH Group.
- 19.3. If you are aware, or become aware, of inside information during the course of your work with the IPH Group, you are not permitted, directly or indirectly through members of your household or other persons or entities, to:
 - a) Buy or sell securities (or derivatives relating to such securities) of a company about which you have inside information, including any transfers in employee share funds; or
 - b) Pass on, tip or disclose inside information to other parties outside of the company about which you have inside information including to family and friends.
- 19.4. When relevant material information has been publicly disclosed, you must continue to refrain from buying or selling the securities or derivatives in question for 24 hours after the information has been publicly released to allow the markets time to absorb the information.

20. Political contributions

20.1. Infinity Power will not make any contribution (any financial or other credit, gift, gratuity, item of value or compensation of any kind), directly or indirectly, to any holder of or candidate for public office, political parties, or other governmental or non-governmental authority.

21. Privacy and data protection

21.1. Infinity Power will only process personal data about you in compliance with applicable law, including but not limited to the UK Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). Infinity Power's policies and procedures regarding privacy are further set out in our relevant policies and related procedure documents.

21.2. You must ensure that the confidentiality, integrity and security of personal data that forms part of company records is strictly maintained. Personal data and confidential information relating to individuals, including individual Staff members, should not be provided to other Staff unless it is required for a business purpose. Information relating to employment records, salaries, addresses, etc. will only be shared with third parties in very limited circumstances.

21.3. Infinity Power does not have a dedicated Data Protection Officer, but you can contact the CLO in the first instance to clarify any queries you may have about your data protection obligations. Queries can be sent to privacy@weareinfinitypower.com.

21.4. The personal data of third parties is only processed in accordance with Infinity Power's *Privacy Policy*, which is available on our website.

22. Relations with staff

22.1. Infinity Power endeavours to recruit and select the most qualified candidates available for all positions. Hiring decisions are based on the objectives of consistently having a qualified, diverse, dynamic, and proactive team.

22.2. Infinity Power is committed to providing equal opportunities in employment, recruitment, progression, remuneration and conditions of work in line with Infinity Power's Human Resources policies.

22.3. Opportunities for promotion within the IPH Group are available based on merit without regard to any legally protected characteristic.

22.4. Acts of discrimination by a Staff member on grounds of any legally protected characteristic will result in disciplinary action. In addition, a failure by any Staff member to comply with Infinity Power's Human Resources policies, or a failure on the part of a manager or supervisor

to take action to address any such failure of which they are made aware will result in disciplinary action for the Staff member or potential termination of a Staff member's arrangements.

- 22.5. Infinity Power supports the rights of all people to seek, obtain and hold employment without harassment and all Staff therefore have a responsibility to behave in a manner which is not, nor is likely to be perceived as, offensive to others. It is Infinity Power's policy to make every effort to provide a working environment free from harassment and intimidation (whether sexual, racial or otherwise). Infinity Power does not condone nor permit harassment towards Staff of the IPH Group (or others working or visiting in the IPH Group's offices or places of business).
- 22.6. More information regarding employment development programs, benefits, leave policies, grievance procedures and other Staff-related policies of the IPH Group is available from the HR departments.

23. Waivers

- 23.1. There shall be no waiver of any part of this Code except by written permission from the CLO.
- 23.2. Any waiver of this Code for officers or directors may be made only by the parent company board of directors or a properly constituted board committee and must be promptly disclosed to the shareholders.

24. Conclusion

- 24.1. This Code sets out the principles and behaviour Infinity Power expects from you, but no document can fully describe the level of principled compliance that Infinity Power requires.
- 24.2. You must therefore strive to maintain your awareness of these issues and to comply with the Code's principles to the best of your abilities. You are expected to comply with this Code in good faith and to respect the spirit of this Code.
- 24.3. Always ask:
- a) Is this action in compliance with the law?
 - b) Is this action ethical in every way?
 - c) Could my actions create an appearance of an impropriety?
 - d) Am I trying to fool anyone, including myself, about the propriety of this action?
 - e) Does it feel right?
- 24.4. Note that where you have acted in bad faith or failed to report illegal or unethical behaviour, you will be subject to disciplinary procedures.

Fitness & Propriety Declaration

(To be completed by all employees)

SURNAME: _____

FORENAME(S): _____

DATE OF BIRTH: _____

PLACE OF BIRTH: _____

NATIONALITY: _____

PRIVATE ADDRESS: _____

DIRECTORSHIPS:

Please list all current directorships world-wide (including portfolio co's):

Please list all past directorships world-wide for the last five years (including portfolio co's):

OUTSIDE INTERESTS:

Please list any bodies corporate in which you have a beneficial or owned interest greater than 1%: *(attach schedule if necessary)*

Please list any other business interests held by you which involve a possible personal liability, either as a sole trader or as a partner (include membership of Lloyds Insurance Market): *(attach schedule if necessary)*

Fitness & Propriety Declaration

<p>Have you ever been convicted of any offence involving fraud or other dishonesty or an offence under legislation, in any jurisdiction, in connection with investment, banking or insurance business, or under corporate legislation (including insider dealing) save for offences which are spent within the meaning of the Rehabilitation of Offenders Act 1974?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you ever been convicted of any offences (excluding minor traffic offences) or been subject to any convictions for tax evasion, save for offences which are spent within the meaning of the Rehabilitation of Offenders Act 1974?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Are you currently engaged in, or the subject of, any criminal or civil proceedings or arbitration (other than solely as a witness)?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you in the previous 10 years been subject to a judgement of debt or award outstanding against you or failed to satisfy a judgement of debt under a Court Order, within one year of the making of the order?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you at any time been declared bankrupt or had your estate sequestrated, are you currently the subject of bankruptcy proceedings for the sequestration of your estate, or aware of any such proceedings pending?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you or any organisation of which you are, or have been, a director, partner or owner, during the period that you were involved in the organisation, and to the best of your knowledge for a period of three years after you left the organisation:</p> <ul style="list-style-type: none"> been refused, revoked, or had withdrawn any licence, authorisation or membership; decided not to proceed, after making an application for membership; resigned from membership; been criticised, censured, disciplined, suspended, expelled or fined; been the subject of any other disciplinary action or formal investigation; been restricted or refused the right to carry on a trade, business or profession; 	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>under any act of Parliament, or in respect of any recognised stock exchange, regulatory body or any professional body, institute or organisation?</p>				
<p>Are you or any organisation of which you are, or have been, a director, partner or owner, currently undergoing any investigation or disciplinary procedure, or have you / it ever knowingly been the subject of any investigation of misconduct or malpractice in connection with investment, banking or insurance business, or under corporate legislation?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you ever been dismissed or requested to resign from any office of employment, or from any fiduciary office or position of trust, whether or not remunerated?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you ever been disqualified by a court from acting as a director of a company, or from acting in the management or conduct of the affairs of any company, partnership or unincorporated association?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Has any organisation of which you are, or have been, a director, partner or owner been put into liquidation, had a receiver or administrator appointed or entered into an arrangement with its creditors?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<p>Have you ever been the subject of any civil action which has resulted in a finding against you by a court in respect of investment business conducted in any jurisdiction, or in respect of any matter other than the conduct of investment business, involving any liability in excess of £5,000?</p>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Have you ever been disqualified under any legislation from carrying on any financial services activity including without limitation investment business or have you ever received notice of an authority’s intention to impose such a direction?

Yes No

Where you have answered “Yes” to any of the above, please provide further information below or attach a schedule if necessary:

CONFLICTS OF INTEREST:

Please list any other matters/potential conflicts of interest you feel may be relevant to your fitness and propriety to undertake your role for Infinity Power: Please note that for the purposes of interpretation, conflicts of interests are deemed to include: an economic interest in a company, firm partnership or other form of business enterprise; an undertaking, arrangement or beneficial interest in a contract, written oral or otherwise made; whether directly or indirectly through a "connected person", which might reasonably be deemed to conflict with your obligations to Infinity Power. For the avoidance of doubt this refers to, but is not limited to: any commercial interaction with suppliers of goods and services, advisors, or landlords to Infinity Power or its advised funds, or their clients, e.g. investors, borrowers and investee companies (actual or prospective). *(attach schedule if necessary)*.

I DECLARE that my responses and any information supplied is to the best of my knowledge complete and correct, and that no material fact is omitted.

I agree that I will promptly notify the Director of Human Resources of any changes in the information or any additional circumstances that arise after completion of this form.

I understand and accept that any misrepresentation made in completing this form may be treated as gross misconduct and may lead to summary dismissal.

Name: _____

Signature: _____

Date: _____