CONFIDENTIAL

Anti-Bribery & Corruption Policy

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1. Purpose and Scope

Stake RWA FZE ("Stake" or the "Company") is committed to conducting its business in accordance with the utmost levels of honesty, transparency, and ethical conduct. Accordingly, the Company maintains a strict zero-tolerance approach to bribery and corruption and condemns such practices in all their forms, whether direct or indirect, active or passive, and whether involving public officials or private sector actors.

This Anti-Bribery and Corruption Policy ("Policy") establishes the fundamental principles and standards the Company adheres to in order to prevent, detect, and respond to bribery and corruption risks within its operations. It aims to ensure compliance with all applicable UAE laws, including the frameworks set forth by the Virtual Assets Regulatory Authority ("VARA"), as well as relevant international anti-corruption standards.

No abuse of power, nepotism, facilitation payments, or improper offers of payment or benefits to or from employees, business partners, or other organizations, will be tolerated under any circumstances.

This Policy applies to the Company's Board of Directors, all employees, consultants, contractors, agents, and any third party acting on behalf of or in connection with Stake's business operations ("Staff").

2. Definitions

Term	Definition
Board	Means the board of directors of the Company.
Bribery	Means offering, promising, giving, accepting, or soliciting of an advantage (financial or otherwise) to influence the actions or decisions of someone in a position of power or to induce for action which is illegal, unethical, or a breach of trust. It is considered as a form of Corruption.
Business Days	Means days of the week when most businesses and government offices are open and operational, excluding weekends and public holidays.
Chairman	Means the Chairman of the Board of Directors of the Company.
Compliance Department	Means the department that identifies, assesses, advises on, monitors and reports on the Company's compliance risk to ensure compliance with applicable laws, regulations, and regulatory requirements, including those issued by the Virtual Assets Regulatory Authority (VARA).

Compliance Officer	Means the designated employee of Stake responsible for overseeing the implementation and enforcement of this Anti-Bribery and Corruption Policy. The Compliance Officer shall carry out necessary supervision, review, and assessment of all activities falling under this Policy, including reviewing reported cases, conducting appropriate investigations, and ensuring that all practices align with Stake's internal procedures, VARA's regulatory requirements, and applicable laws.
Corruption	Means the misuse or abuse of entrusted power, position, or authority for personal or private gain. It undermines fair competition, damages trust in institutions, and exposes individuals and organizations to legal and reputational risks.
Entity	Means any individual or legal entity that operates outside of Stake RWA.
Facilitation Payment	Means unofficial, improper, small payments made to an official to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment legally entitled.
Gift	Means any item, benefit, or service of value that is offered or received without an equivalent exchange of payment or adequate consideration. This may include, but is not limited to, cash, gift cards, physical items, discounts not generally available to the public, personal favors, preferential treatment, tickets to events, or any other benefit that could be perceived as an attempt to influence or reward a business decision or regulatory outcome. A Gift may be considered improper regardless of its monetary value if it creates a conflict of interest, appears to compromise objectivity, or violates legal or regulatory obligations, including the Rulebooks and Guidelines issued by the Virtual Assets Regulatory Authority (VARA).
Hospitality	Means provision or acceptance of meals, accommodation, transportation, entertainment, or access to events or activities, typically in the context of a business relationship. Unlike a Gift, which is a tangible item or benefit given without reciprocal value, *Hospitality* usually involves the participation of both the offering and receiving parties and is provided in connection with legitimate business engagement, such as client meetings, conferences, or official visits. Examples may include business lunches or dinners, invitations to industry seminars, local transport during official meetings, or tickets to events where business is conducted or facilitated. Hospitality is only permitted when it is clearly modest, appropriate to the occasion, transparent, and incapable of being construed as an attempt to improperly influence decision-making or secure an unfair advantage.
MLRO	As defined in VARA Compliance and Risk Management Rulebooks. Throughout this policy, the term "MLRO" refers to the individual holding the roles of both Compliance Officer and MLRO.

Public Official	Means a person who holds a legislative, executive, administrative, or judicial position of any kind in a country or territory, whether elected or appointed, including any person who performs public functions or public services, e.g. in the context of: • an entity in which the State holds a controlling interest, • a government office or agency, • a local or regional government unit, • a college of judges, • a royal family, • a political party, or • an international public organization.
Staff	Means any employee(s), contractors, interns, etc ex-employee(s), worker(s) of Stake (including outsourced, temporary and on-contract), director(s), agent(s) engaged by or on behalf of Stake.
Third-Party(ies)	Means any Entity, including without limitation any company, partnership, association, trust, foundation, sole proprietorship, or other body corporate, whether incorporated or unincorporated, that interacts, engages, or conducts business with Stake RWA. This includes, but is not limited to, Stake RWA's clients, counterparties, service providers, suppliers, regulators, consultants, agents, intermediaries, and any other third parties acting on its behalf or in connection with its operations.

3. Prohibited Conduct

Pursuant to Stake's adoption of a strict zero-tolerance approach to Bribery and Corruption, no Staff member acting on behalf of the Company may engage in any of the following:

a. Offer, promise, or provide any form of payment, Gift, or Hospitality to a third party with the intent to secure an improper business advantage or reward past favorable treatment.

b. Make or authorize Facilitation Payments.

c. Receive or accept any payment, Gift, or Hospitality where there is a reasonable belief that it is intended to improperly influence a business decision or provide an unfair advantage.

d. Apply pressure, threaten, or take adverse action against any Staff member for declining to engage in bribery or for reporting concerns sincerely and in good faith.

e. Engage in or contribute to any conduct that may breach applicable anti-bribery and corruption laws, regulations, or the provisions of this Policy.

4. Interaction with Gifts and Hospitality Policy

4.1. This Policy does not prohibit legitimate and appropriate business Hospitality that is provided or received in accordance with Stake's Gifts and Hospitality Policy, including its Permissible Conduct clause. Such activities are acceptable only if they meet all of the following criteria:

4.1.1 They are transparent, proportionate, and directly connected to legitimate business purposes;

4.1.2 They are modest in value, for example, nominal gifts that are infrequent and customary, or low-value hospitality such as coffee, refreshments, or occasional business meals offered as a professional courtesy;

5. Third-Party Dealings

5.1 All Third Parties acting on behalf of Stake (including but not limited to suppliers, agents, intermediaries, or contractors) must not:

5.1.1 Make or offer any corrupt payment or bribe.

5.1.2 Act in any way that may create legal or reputational exposure to Stake.

5.1.3 Receive payments that are not justified by legitimate services rendered and duly documented.

5.2 Due diligence will be conducted on all third-party relationships, and appropriate contractual safeguards must be in place.

6. Reporting and Investigation

6.1. Stake will establish accessible communication methods for Board Members of the Company, Staff and Third Parties which will oral or written receive reports pertaining to the suspected violations of this Policy and principles of Anti Bribery and Corruption **(“Violation Report”)**. These communication methods are represented as follows:

6.1.1. Telephone Number: +971 050 487 9879

6.1.2. Email Address: StakeRWA_Compliance@getstake.com

(Details made available via official channels).

6.2. Third Parties, including any Entity, governmental authority, service providers, clients, counterparties, and other relevant persons, have the right to submit reports under this Policy. Stake RWA will take all reasonable measures to protect the identity and maintain the confidentiality of any Entity which submits a report, at all times and in all circumstances, unless disclosure is required by law.

6.3. All Violation Reports will be directed to the Compliance Officer, who must be promptly notified of any actual, suspected, or attempted breach of this Policy

6.4. The Compliance Officer will:

6.4.1. Open an investigation file and prepare a written summary (if oral report).

6.4.2. Appoint an independent and transparent entity to conduct a fact-based investigation.

6.4.3. Notify the Board of the investigation's existence.

6.4.4. Ensure the identity of the reporting party is protected in accordance with UAE laws.

6.4.5. Retain all investigation records and remedial actions for no less than eight (8) years.

6.4.6. Provide such records to VARA upon request.

6.5. If the investigation confirms a clear and unlawful act, the Compliance Officer will notify the Board, the Company will implement appropriate remedial measures, and a written summary of these actions will be documented and retained.

7. Training and Awareness

7.1. For better awareness and more efficient combatting of Corruption and Bribery, Stake is committed to providing all Staff and Board members annual anti-bribery and corruption training upon onboarding and at regular intervals. This training will include guidance on identifying risks, reporting obligations, and key elements of this Policy.

7.2. Compliance Department will monitor Stake's Staff and Board compliance with all established procedures.

7.3. Stake will ensure that all the Staff and Third Parties will have access to the most up-to-date version of this Policy, and any changes will be communicated promptly.

7.4. Anti-bribery and corruption principles will be clearly communicated at the outset of all business relationships and publicly disclosed in line with VARA's Market Conduct Rulebook.

8. Oversight and Responsibilities

8.1. The Board of Directors holds ultimate responsibility for ensuring that this Policy remains current and fully compliant with all applicable laws, regulations, and regulatory expectations in the jurisdictions in which the Company operates.

8.2. The Compliance Officer is responsible for the effective implementation, day-to-day monitoring, and enforcement of this Policy, including identifying areas for improvement and ensuring ongoing adherence by all relevant Staff.

9. Consequences of Policy Breach

9.1. Any breach of this Anti-Bribery and Corruption Policy will be regarded as a serious matter and may result in the following actions:

9.1.1. Internal Disciplinary Measures:
Violations may lead to disciplinary action in line with the Company's internal procedures, including but not limited to formal warnings, suspension, demotion, or immediate termination of employment or contractual engagement.

9.1.2. Legal and Regulatory Liability:
Individuals involved may be subject to civil or criminal proceedings under applicable anti-bribery and corruption laws, which may result in substantial fines, penalties, or imprisonment.

9.1.3. Notification to Authorities:
Where unlawful conduct is confirmed, Stake will promptly report the matter to the (VARA), in accordance with its legal and regulatory obligations.

10. Review and Updates

This Policy will be reviewed on an annual basis or as required by legal or regulatory developments. Any necessary amendments can be made at any time and will be approved by the Board and communicated to all relevant parties.

11. Contact Information

11.1 For further details or inquiries regarding this Policy, please contact the Compliance Department.

11.2 Reports may be submitted through the designated telephone at +971 050 487 9879, which shall be available to receive reports of any actual or suspected violations of anti-bribery and corruption laws, regulations, or internal policies, whether committed by Stake RWA, its Board members, or Staff acting on its behalf.