

Anti-Corruption Certificate

SUMMARY OF GLTRCORE' ANTI-CORRUPTION EXPECTATIONS FOR THIRD PARTIES

Gltrcore (or the “**Company**”) is committed to compliance with anti-corruption laws worldwide.

In order to fulfil that commitment, the Company has adopted policies that apply to Company employees, contractors and Third Parties. This document describes the **Company’s expectations for Third Parties engaged by the Company**. If you have any questions about our expectations, please ask your Gltrcore contact immediately.

INTERNATIONAL ANTI-CORRUPTION LAWS

Most countries have laws prohibiting the offer, promise or making of payments or gifts of other things of value to government officials to influence their actions. Many countries prohibit corrupt payments and gifts not only to their own government officials but to officials in other countries. Many countries also extend these prohibitions to cover bribes to private parties as well as bribes to government officials.

GLTRCORE' POLICY

In keeping with these laws, the Company prohibits authorising, offering, giving or promising anything of value directly or indirectly to a government official to influence the official’s actions, or to anyone to induce them to perform their work duties improperly.

GLTRCORE' EXPECTATIONS

The purpose of this document is to explain what the Company expects of you when you are working for it or on its behalf:

- First, it is imperative that you abide by all applicable anti-corruption laws and Gltrcore' Anti-Corruption Policy as stated above and that you not authorise, offer, give or promise anything of value directly or indirectly (through an agent, subcontractor or anyone else) to a government official in order to influence official action or to anyone to influence that person to act improperly, to reward the person for acting improperly, or in circumstances where the recipient would be acting improperly by receiving the thing of value. This could include gifts, travel, entertainment, meals or other things of value. Consistent with applicable laws, the Company defines the term “government official” very broadly to include: (1) anyone employed by or acting on behalf of a government, government-controlled entity or public international organisation; (2) any political party, party official or candidate; (3) any individual who holds or performs the duties of an appointment, office or position created by custom or convention; and (4) any person who holds him/herself out to be the authorised intermediary of a Government Official.
- Second, you are expected to exercise caution in providing gifts, travel, entertainment, meals or anything else of value to government officials or other individuals in a position to take or influence action favouring the Company. If something of value is to be provided at all, a legitimate business purpose must always exist, the value and nature must be appropriate to the circumstances, and all local law restrictions on gifts, entertainment, and travel that can be provided to and accepted by government officials must be adhered to at all times. If in doubt, don’t do it.
- Third, Gltrcore prohibits payment of facilitation payments (small payments made to government officials to get them to perform their routine duties). You may not pay them when working on the Company’s behalf. You are also not authorised to make any charitable donations or political donations on the Company’s behalf.

- Fourth, you are expected to keep and maintain accurate and reasonably detailed books and financial records that reflect payments made under, and in connection with, the contract we have signed with you.
- Fifth, it is imperative that you abide by the provisions of our contract governing (1) not subcontracting or delegating your rights, obligations or performance responsibilities to or sharing fees with third parties without the Company's consent and (2) notifying the Company if a government official becomes an owner, officer, director, employee or shareholder after the contract is signed.
- Finally, the Company expects that you will communicate those expectations to all those persons who will be performing services for or on behalf of the Company under the contract.

Third Party Acknowledgement and Approval

Acknowledged:

Signature _____

Name Title _____

Date _____

For Company _____

CONFIDENCIAL

Inscrita en el Registro Mercantil de Málaga Tomo 5648, Folio 79, Hoja MA 141053, CIF B93564821