NEBIUS

NEBIUS GROUP - ANTI-BRIBERY & ANTI-CORRUPTION POLICY

1. POLICY OBJECTIVE

This Anti-Bribery & Anti-Corruption ("ABAC") Policy ("Policy") applies to all persons doing business on behalf of the Nebius Group N.V. (the "Company"), which includes the Company, its subsidiaries, its controlled affiliates, its business units, and its majority-owned and controlled joint ventures (collectively the "Group"), as well as their respective employees, officers, directors, third-party agents, and contractors when acting on behalf of the Group ("Group Personnel").

The purpose of this Policy is to prevent bribery and corruption and protect the integrity and reputation of the Company. We are committed to conduct business in compliance with applicable laws and regulations, in accordance with our Code of Conduct and our corporate values. The Company strictly upholds a zero-tolerance policy with regards to bribery and corruption in its practices, and practices of third parties. We do not tolerate any form of bribery and corruption and are committed to preventing unethical business practices.

Many countries in which we operate have adopted ABAC laws, some of which have extraterritorial application. We are committed to complying with all applicable ABAC laws, including but not limited to the U.S. Foreign Corrupt Practices Act 1977 (FCPA), the UK Bribery Act 2010 (UKBA) and the Dutch Penal Code (as it relates to bribery and corruption)…

No employees of the Company will be demoted, exposed to penalties or other unfavorable consequences for refusing to engage in any corrupt practice or for reporting suspected bribery, corruption, even if such refusal or reporting leads to detriment to business or other unfavorable consequences for the Company. Any employee who engages in retaliation against another employee who reports potential bribery, corruption, or unethical conduct in good faith will be subject to immediate disciplinary action, including potential termination of employment.

This Policy sets out our business rules that aim to cover all our countries of presence, but please be aware that some countries may have stricter rules, and in those cases, you must follow those rules and procedures, in addition to, or instead of this Policy.

For more information, please refer to our Code of Conduct, Gifts & Entertainment Guideline, Sponsorship Guidance, Charitable Donations Policy, Third Party Risk Management ("TPRM") Policy and Conflict of Interest ("COI") Policy.

2. WHAT IS BRIBERY & CORRUPTION

Corruption means an improper[1] abuse of entrusted power for personal gain or that of family, friends, or acquaintances. This can show in bribery, kickbacks, and/or conflicts of interest.

Bribery means the improper offering, giving, promising, receiving, accepting, authorising or soliciting of anything of value[2] to, by, from or for a person or entity in order to obtain or retain a business or other advantage. Anything of value includes but is not limited to tangible and intangible goods as well as other items or benefits of economic value. Active bribery refers to the offering, promising, or giving of an undue advantage while passive bribery refers to the requesting, receiving, or accepting of such an advantage. Both active as passive bribery are prohibited.

Bribery includes but is not limited to:

- Both **public** bribery involving individuals in the governmental sector and private bribery involving the commercial sector.

[1] Further guidance on what can be considered "improper" is found in Section 4

[2] "Anything of value" means literally everything, that is more than nominal value to the recipient. Examples include: (i) cash and cash equivalents; (ii) items with inherent value such as jewelry, computer equipment, electronics, vehicles, and appliances; (iii) travel expenses or goods; (iv) services such as home repair, consulting services; (v) employment opportunities including unpaid internships, (vi) hospitality and entertainment; (vii) the forgiveness of debt and (viii) any other transfer of goods, services, or tangibles that benefit the recipient.

- Both **direct** and **indirect** bribery, including the use of intermediaries, agents, (sub) contractors or other third parties to channel bribes to or from others.
- **Kicking back** a portion of a contract payment or other benefit to another party (or receiving a kickback).
- **Facilitation payments**, which are unofficial payments used to expedite actions to which the payer is already entitled or other unofficial payments to a government official to secure or speed up actions (also referred to as "grease payments").

Examples of prohibited corrupt practices include:

- Paying a government official to expedite receiving a permit for a data center facility.
- Providing gifts or hospitality to a government official responsible for data protection or environmental licensing in exchange for favorable treatment for the Company.
- Hiring a relative of a government official involved in approving zoning, energy, or environmental permits for the Company's data center operations.
- Rewarding a procurement employee at a customer for selecting the Company's cloud or AI services by donating to a charity managed by that person's spouse.

3. COMPANY PRINCIPLES

The Company strictly prohibits bribery and corruption and considers any violation of this Policy to be a very serious matter. All parties are required to act with integrity and in compliance with the provisions of this Policy and applicable laws. This means employees[3], officers and directors, third-party agents, and contractors when acting on behalf of the Group, are, among others, not allowed to:

- Commit or enable any form of corrupt practice, including bribery, whether active or passive, direct or indirect.
- Offer, authorize or otherwise participate in any facilitation payments to public or government officials. Employees must not engage, facilitate, enable or support such payments under any circumstances.
- Solicit or accept bribes, kickbacks, or other improper transfers of value for personal benefit.
- Give, approve, offer or accept gifts or entertainment that is not reasonable, appropriate and proportionate, especially when doing so could affect or be perceived to improperly influence the outcome of business decisions, regardless of whether it involves a government official or any (other) business partner or potential/actual client.
- Engage in activities that create actual, potential, or perceived conflicts of interest, including using one’s position to benefit oneself, family, or acquaintances, holding external positions that interfere with Company responsibilities, or entering into agreements that may compromise impartial decision-making. For more information, refer to the Company’s COI Policy and Procedure.
- Make monetary or in-kind contributions on behalf of the Company to government officials, political parties, organisations, or individuals engaged in politics or a charity founded by or of known importance to a government official or his/her spouse or family member.
- Hide evidence or falsify documents to cover bribery.
- Authorize or make any illegal promises or payments.
- Circumvent this or any of the other policies by using a third party, as this does not release you and our Company from the risk of being held criminally liable.

Additionally, the Company also strictly prohibits any activity, which while may not be deemed as bribery or corruption, could otherwise be *perceived* as being a bribe or corrupt behavior by third parties.

When taking any actions, we must always ask ourselves: Would I feel uncomfortable with my actions being reporting in the news? When you are not fully comfortable with the answer, we encourage you to avoid the questionable action and seek advice from Ethics & Compliance.

For any matters related to conflicts of interest, please refer to the Company's COI Policy and Procedure, which provides detailed guidelines to ensure compliance and integrity in all business dealings.

[3] Employee is any person on the Company’s payroll or an associate’s payroll as well as temporary workers assigned by a staffing agency who work on behalf of The Company.

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4. WHAT IS ACCEPTABLE AND WHAT IS NOT

A. Gifts, Hospitality and Entertainment

Any exchange of gifts or entertainment must always be reasonable, appropriate, and proportionate within the boundaries of our Gifts and Entertainment Guideline. Our employees may not give or accept any gifts or entertainment that might appear to improperly influence their or anyone else's business decisions. These gestures should meet the following requirements:

- It may not be a monetary amount, including strictly no cash or cash in kind.
- It must be given openly and transparently.
- It must be given with good intentions and for a legitimate business purpose.
- It may not be motivated by an intention to exert an improper influence or an expectation of reciprocity.
- It is not offered to, or accepted from, a government official or representative or politician or political party. It is prohibited to provide, offer, or promise any gifts, services, travel or hospitality to government officials, politicians, or political parties except for modest[4] meals and refreshments where permitted by local law and with prior written approval from Ethics & Compliance.
- It must conform to local laws, regulations, and generally accepted standards of professional courtesy (and in the case of any potential provision to governmental representatives, to the extent that it has been approved by Ethics & Compliance, any provision should not embarrass or otherwise place the governmental official in an awkward position); and
- It must be properly recorded in the Company books and records. All gifts and hospitality given or received must be logged in detail, including the date, description, value, giver/recipient, and business purpose. This detailed record keeping is essential for transparency and compliance purposes.

The Company recognises that the practice of giving and receiving business gifts varies between countries, regions, cultures, and religions. Definitions of what is acceptable may differ, but all gifts, hospitality, and entertainment must comply with applicable laws and our internal standards. Please refer to Gifts & Entertainment Guideline for more guidance around monetary thresholds and approval requirements.

If there is any uncertainty, the advice of Ethics & Compliance must be sought.

B. Government Officials

We should be extra careful when dealing with a government and public officials, because violating such laws could have serious consequences for the Company and you personally. Interactions with government officials require heightened scrutiny and strict compliance with ABAC laws as violations can result in severe criminal penalties, substantial fines, and reputational damage for both the Company and individual employees.

For the purposes of this Policy, "government official" is broadly defined as:

- Individuals working for an administrative, legislative, executive or judicial government body or government-controlled entity in the broadest sense. This for example includes police officers, army officers, teachers/professors, judges, customs and immigration officials, and other civil servants, tax and regulatory authorities. This also includes

[4] Modest" means reasonable in value, not lavish or excessive, and appropriate to the local context (e.g., a simple meal or refreshment) *not exceeding 50$ per person*

employees of state-owned or state-controlled enterprises, universities, healthcare workers in public institutions.
- Individuals holding or performing a public function for a public agency, public (international) organisations (such as the UN, World Bank, EU Institutions) or public enterprise or providing a public service, members of royal or ruling families, consultants who hold government positions, officials of political parties or candidates for public office, immediate family members of any of the above categories.

When in doubt about whether someone qualifies as a government official, consult Ethics & Compliance before proceeding with any interaction.

Interactions with government officials, regulators, public authorities, state-owned enterprises, and public-sector customers require heightened scrutiny and must be conducted transparently, lawfully, and for a legitimate business purpose.

High-risk interactions could include:

- Permit/license applications
- Regulatory inspections and approvals;
- Customs, tax and subsidy matters;
- Public policy and government affairs activities; and
- Public-sector procurement and contracting.

Where such interactions could involve gifts, hospitality, travel, charitable donations, sponsorships, third parties, or potential conflicts of interest, Ethics & Compliance must be consulted before proceeding.

C. Charities/Charitable Donations, Political Contributions and Sponsoring Activities

Payments to charities (charitable donations) or sponsorships must carefully be considered and:
- Must not illegally or otherwise inappropriately influence a business outcome.
- Be made to a legitimate organization that has undergone appropriate due diligence.

All charitable payments/donations and sponsorships must be approved in line with the Charitable Donations Policy and Sponsorship Guideline.

The Company prohibits any direct or indirect contributions to political parties, movements, committees, political organisations, public unions, or their representatives and candidates, unless explicitly permitted by applicable ABAC laws and approved in advance by Ethics & Compliance.

Employees must obtain approval from Ethics & Compliance before seeking or holding public office.

D. Conflicts of Interest

The Company expects its employees to avoid any conflict of interest and disclose if such conflict might be present or could be perceived. Additional activities must neither influence the integrity or objectivity of an employee carrying out their job, nor pose a risk to the Company's interest.

Employees should disclose in full, in advance, and as soon as practicably possible actual, perceived and potential conflicts of interest and are not permitted to engage in additional activities (including certain outside financial interests) without prior written permission from the Company in line with the Company COI Policy and COI Procedure.

E. Third Parties and Due Diligence

The Company may be held liable for bribes paid by anyone acting on the Company's behalf, or bribes paid by anyone performing services for the Company. We should never authorise or ask a third party to pay or receive bribes either to a business partner or a public official, nor should we overlook activities by third parties acting on the Company's behalf that might conflict with this Policy.

Third parties are entities, organisations or individuals that are engaged to provide products or services to or engage in business activities for (or on behalf of) the Company. Consultants, suppliers, service providers, lobbyists, distributors, resellers and agents are examples of third parties.

We expect all our third parties , including any joint venture partners, agents, representatives, intermediaries, suppliers, advisors, and any other associated persons who perform services for us or act on our behalf, to adhere to the same standards set out in this Policy. Allowing or ignoring signs of corrupt behaviour by third parties reflects on us and may lead to the Company's own liability and losses.

To minimise any risks associated with third parties, the Company takes the following measures before engaging with any third party, and when relevant, also from time to time during the engagement period:

- **Business justification.** The Company ensures that every third party engagement has a clear business justification based on the Company's need and the third party's expertise and added value.
- **Due diligence.** The Company conducts risk-based due diligence on third parties that act for or on our behalf, including background checks to assess their authenticity, reputation, and bribery and corruption risk profile. The Company must never enter into any relationship with a third party who may have interactions with government officials without proper due diligence.
- **Communication and commitment.** The Company clearly communicates its ABAC standards to third parties, seeks their commitment to comply, and ensures that contractual documentation includes relevant ABAC obligations and written compliance representations.
- **Monitoring.** The Company stays alert to third parties' conduct and seeks clarification in relation to any unusual or suspicious behaviour. When possible, the Company will seek the right to audit any third party to ensure compliance with this Policy.
- **Action.** The Company requires all Group Personnel to report any third party compliance concern to Ethics & Compliance. The Company reserves the right to immediately terminate any relationship with a third party found to be in violation of ABAC laws or this Policy.

All Group Personnel must be alert to red flags when dealing with third parties, including but not limited to:

- Requests for unusual payment arrangements, including cash payments, payments to third-party accounts, or payments in jurisdictions with no connection to the transaction;
- Excessive commissions or fees disproportionate to the services rendered;

- Requests to keep the identity of a party hidden or unexplained intermediaries;
- Reluctance to provide transparency on the use of funds;
- A third party with close personal or family ties to a government official involved in a decision affecting the Company.

If Group Personnel encounter any of such red flags, they must report them immediately to Ethics & Compliance.

F. Contractual obligations

The Company also requires contractual undertakings from the Company's counterparties to commit to comply with its ABAC Policy and applicable ABAC laws.

Contracts with the third parties must include an ABAC clause and certain compliance provisions, for example, representations that:

- The Parties adhere to the applicable ABAC laws and regulations;
- The Parties warrant that neither they nor their affiliates, employees, or representatives will offer, authorise, or accept any payment or benefit to improperly influence decisions, bypass laws, or achieve unlawful aims.

The company will seek to agree with third parties on a provision allowing the relevant Group company to exit, terminate or suspend the contract if the Third Party violates the compliance provisions and relevant ABAC laws and regulations, or otherwise that the Group company has good reason to believe that such provisions and regulations have been violated, and has indicated such to the Third Party in writing.

Annex A of this Policy includes an example ABAC clause. At a minimum, this should be included in all agreements and adapted to the relevant circumstances. Any deviations from the ABAC clause must be approved by Legal.

G. Accurate Books and Record Keeping

The applicable ABAC laws, financial accounting requirements, tax laws and statutory acts require that the Company make and keep books, records, and accounts that, in reasonable detail, accurately and fairly reflect the Company's transactions and the disposition of its assets. The Company's records must conform to the applicable accounting standards and reflect the facts of each transaction in a complete, accurate, timely, and transparent manner.

All costs and charges, earnings and revenues, income and expenditure, and liabilities must be included in the Company's accounting records in a timely, full and accurate form and confirmed by appropriate supporting documents issued in accordance with any applicable laws and corresponding provisions of the internal control system.

The Company's books and records will be subject to annual audit, where required by applicable laws. All book entries and corresponding information documents must be at the disposal of the external and internal auditors for auditing purposes. In addition, the Company must maintain appropriate Government Relations records for any interactions with government officials, such as meetings, events, or hospitality—where relevant. These records should include the date, participants, purpose, and nature of the interaction, and should be maintained in accordance with the Company's Gifts & Hospitality Guidelines and other applicable compliance procedures.

5. POLICY SCOPE AND GOVERNANCE

Management is responsible for the implementation of this Policy and the ABAC program where all employees comply with applicable laws and regulations and conduct business in accordance with the requirements set forth in this Policy. Ethics & Compliance supports management in the implementation of this Policy.

Ethics & Compliance serves as the point of contact for this Policy and together with Internal Audit will monitor the design, implementation, adequacy, and effectiveness of the ABAC Program, as necessary.

The Company employees must attend the mandatory assigned training arranged by the Company to ensure that they understand where ABAC laws are applicable to them and act in compliance with them. The Company will maintain comprehensive records of all employee training attendance and completion to ensure compliance and track ongoing education efforts.

Any act by an employee contrary to this Policy shall be regarded as a significant breach of the Company's Code of Conduct and this Policy. A violation of this Policy may lead to disciplinary action being taken, including termination of employment. Any act of bribery or corruption could have external consequences and may lead to personal, civil, administrative and/or criminal sanctions or liabilities, as well as reputational damage for the employee(s) and the Company.

6. COMPLIANCE GOVERNANCE REQUIREMENTS

Requirement	What it means	Who is Responsible	When it applies
No bribery	Do not give, receive, offer or accept any form of bribe or improper advantage	All employees, officers, third parties	At all times
Due Diligence for third parties	Conduct risk-based due diligence on all third parties and business partners.	Business functions/owners Ethics & Compliance to perform review. Escalation of any 'red flags' found during the due diligence must be raised to Ethics & Compliance	Before engagement or renewal; or if any 'red flags' are raised during engagement.
Enhanced due diligence for government contracts	Apply stricter checks for contracts involving government entities or officials, including specific checks of relevant government officials to be part of the arrangement. If any third party is involved in such an arrangement, their specific involvement must be understood, including any possible payment.	Business functions/owners Ethics & Compliance to perform review	Before engagement or renewal, or contract signing

Requirement	What it means	Who is Responsible	When it applies
Reporting	Report suspected bribery, corruption, or conflicts of interest immediately	All employees, officers, third parties	As soon as there is a concern or suspicion
Contractual Obligations	Ensure contracts with third parties include ABAC clauses and audit rights	Business functions, Procurement, Legal, Ethics & Compliance	Before finalizing any contract
Approvals for High-Risk Actions	Get pre-approval for gifts, entertainment based on G&E Guidelines, donations based on Sponsorship Guidelines, or hiring based on any referral from governmental officials	All employees, Managers, Ethics & Compliance	Before taking the action
Accurate record-keeping	Maintain complete, accurate, and transparent records of all transactions, government interactions and decisions	All employees to register Finance to keep accurate books and records Government relations to maintain records of interactions with government	At all times
Training	Provide regular ABAC training to relevant employees and relevant third parties if required	All relevant employees to complete the training Ethics & Compliance to provide the training	Upon onboarding and at regular intervals (e.g., annually)
Policy Review and update	Periodically review and update the ABAC Policy to reflect legal and operational changes	Ethics & Compliance to review and update as necessary	Annually or as needed based on regulatory changes
Effectiveness of Bribery and Corruption Compliance program	Monitor and assess the effectiveness of the ABAC program	Internal Audit together with Ethics & Compliance monitor effectiveness of program as necessary	Periodically based on Internal Audit plan

7. SPEAK UP

If you believe there has been a breach of this Policy, we encourage you to Speak Up. You may contact your line manager, HR Business Partner or Ethics & Compliance at speakup@nebius.com to seek advice or formally raise a concern.

You may also contact our independent, external Speak Up service managed by Ethicspoint: https://speakup.nebius.com

Group Personnel must immediately report to Ethics & Compliance if they are contacted by anyone outside of the Company, as applicable, including law enforcement officials or government agencies, concerning a potential violation of Anti-Bribery and Corruption laws.

8. ADMINISTRATIVE INFORMATION

Contact Information	Nebius Group N.V. Ethics & Compliance, Tripolis Park, Burgerweeshuispad 101, 1076 ER, Amsterdam, The Netherlands
Content Owner	Ethics & Compliance
Effective Date	23 July 2026
Version	Version 3 Policy updated to reflect Company name change ABAC Clause updated Policy revised, updated and reapproved
Replaces	This ABAC Compliance Policy supersedes any previous ABAC Compliance Policies within the Company.
Review and amendment	This Policy is periodically reviewed and approved by the Board as revisions may be required due to changes in law or regulations or changes in our business/environment.
Related Documents	Code of Conduct, Charitable Donations Policy, COI Policy, COI Procedure, Gifts & Entertainment Guideline
Notes	Ethics & Compliance is responsible for informing the Board, and specific Committees, on the status of the ABAC Program throughout the Group. In cases of suspected fraud and irregularities of a financial nature, the Audit Committee is also informed. This Policy has a supplementary character: any applicable local laws or regulations remain valid. This Policy may not conflict with any local laws or regulations and if such would be the case the law or regulation would prevail. Where the terms of this Policy are stricter than the applicable legislation or provide additional safeguards, rights or remedies, the terms of this Policy will prevail.

ANNEX A

ANTI-BRIBERY & ANTI-CORRUPTION CLAUSE

[Counterparty] is committed to the highest standards of business ethics in all activities. [Nebius] expects its counterparties to abide by the principles of business conduct set out in the Nebius Group Supplier Code of Conduct (which can be accessed at https://group.nebius.com/legal).

1. General undertaking

[Counterparty] shall, and shall procure its affiliates, subcontractors and agents to: (a) uphold the highest standards of business ethics; (b) act consistently with the Nebius Group Code of Conduct and Nebius Anti-Bribery and Anti-Corruption Policy (c) abide by all applicable anti-corruption, anti-bribery, anti-money laundering and anti-terrorist financing legislation ("Anti-Bribery Laws"); and (d) endeavour to comply with the OECD Guidelines for Multinational Enterprises and the UN Global Compact.

2. Anti-bribery representation

[Counterparty] represents and warrants that it has not offered, promised, made, authorised or accepted, and undertakes not to offer, promise, make, authorise or accept, directly or indirectly, any bribe, payment, gift or other transfer of value which may constitute an illegal or improper act under any applicable Anti-Bribery Laws.

The Parties adhere to the applicable anti-bribery & anti-corruption laws and regulations. The Parties hereby acknowledge and confirm that they do business with integrity and honesty and strictly adhere to a policy of zero tolerance to bribery and corruption, envisaging a total ban of any corrupt practices and on any facilitation payments.

The Parties represent and warrant that they themselves, their affiliates, employees, as well as intermediaries and representatives directly or indirectly involved in the performance of obligations of the Parties (including agents, commission agents, customs brokers and other third parties) shall not accept, pay, offer to pay and allow (authorize) the payment/acceptance of any funds or transfer of any benefits (including intangible), directly or indirectly, to/from any persons for the purpose of influencing the actions or decisions with the intention to obtain any improper advantage, including bypassing the procedure established by the laws, or pursuing other illegal purposes.

3. Public official disclosure

[Counterparty] shall notify [Nebius] of any close family, business, or other personal ties between any of its personnel and any public official which has or could reasonably be expected to have an influence on performance under the Agreement, and shall promptly take steps to ensure no conflict of interest arises.

4. Payment controls

Payments shall only be made to the bank account identified in the applicable administrative arrangements. [Counterparty] shall not request payments to any other account.

5. Record keeping and audit

[Counterparty] shall keep books, accounts and records that properly and accurately record all transactions related to the Agreement. [Nebius] or its authorised representatives shall have the right, for the duration of the Agreement and for five (5) years after termination, to inspect and audit such records upon reasonable notice. [Counterparty] shall cooperate fully and implement any corrective action without delay.

6. Reporting and notification

[Counterparty] shall promptly report to [Nebius] any request or demand by third parties which, if complied with, would amount to a breach of this clause. If a Party suspects that any provisions of this clause have been violated or might be violated, the Party concerned undertakes to immediately notify the other Party of its suspicions in writing.

Counterparty] shall notify [Nebius] https://speakup.nebius.com without undue delay, and in any event within fourteen (14) calendar days, after becoming aware of any breach of this clause, misconduct relating to the Agreement, or any enquiry or investigation launched by any judicial or administrative authority in connection with the Agreement.7. Termination

Either Party may terminate the Agreement by written notice with immediate effect in case the other Party violates the obligations stipulated in this clause. [Counterparty] shall not be liable for any loss arising out of such termination.

8. Survival

This clause shall survive expiration or termination of the Agreement.