1491 West 124th Avenue
Denver, CO 80234

Anti-Corruption Compliance Program

Policy

Howard Roth 303-280-2800 | Krayden.com February 14, 2024

Table of Contents

1. Purpose.

The purpose of the Krayden, Inc. (the "Company") Anti-Corruption Compliance Program is to provide practical guidance to support continued compliance with the Foreign Corrupt Practices Act (the "FCPA") and related anti-corruption laws. This Program also identifies personnel with primary oversight responsibility and additional sources of guidance.

2. Guidelines on Frequently Encountered Issues.

The Company has developed guidelines for the handling of frequently encountered issues concerning anti-corruption compliance. These guidelines cover the following matters:

- 2.1 Facilitating Payments
- 2.2 Emergency Health and Safety Payments
- 2.3 Foreign Political Contributions.
- 2.4 Gifts, Hospitality and Promotional and Marketing Expenses Related to Government Officials
- 2.5 Commercial Gifts and Hospitality
- 2.6 Third Party Risks
- 2.7 Due Diligence Certification
- 2.8 Intermediaries Serving Non-U.S. Operations
- 2.9 Non-U.S. Contractors
- 2.10 Non-U.S. Joint Ventures
- 2.11 Commercial Contracts, Compensation and Payment
- 2.12 Dealings with Government Entities
- 2.13 Non-U.S. Mergers and Acquisitions
- 2.14 Non-U.S. Charitable Contributions, Sponsorships and Social Projects

Except for any specific requirements contained in guidelines 2.1 through 2.16, it is recognized that the application of these guidelines may vary on a case-by-case basis depending on the facts and circumstances involved.

2.1 Facilitating Payments.

Facilitating Payments are payments of small value to Government Officials to secure routine governmental actions, such as scheduling inspections or processing visas, that the government official is obligated to perform and do not apply to discretionary decisions by a Government Official.

Facilitating Payments are prohibited by the Company.

2.2 Emergency Health and Safety Payments.

In rare emergency situations, an employee may find it necessary to make a payment to a foreign government official in order to avert an imminent threat to the life, health, safety or welfare of the employee, a member of his or her family or a co-worker. In such situations, a payment to a government official may be allowed as an exception to the Company's general prohibition on payments to foreign government officials. As soon as reasonably possible, an Employee who makes such an emergency payment shall report the matter to the HR.

2.3 Foreign Political Contributions.

Employees may not pay or furnish Company funds, facilities, or services of any kind to any candidate for foreign political office, foreign political Party, or officer or employee thereof, or any foreign political initiative, referendum or campaign.

Our Company's policy, however, is not intended to discourage or prohibit national Employees of a host country from voluntarily making personal political contributions, from participating in the political process on their own time and at their own expense, from expressing their personal views on legislative or political matters, or from otherwise personally engaging in political activities in such country.

2.4 Gifts, Hospitality and Promotional and Marketing Expenses Related to Government Officials.

Gifts, travel, meals and entertainment expenses or any potential benefit paid on behalf of Government Officials may be considered bribes under certain circumstances. The following guidelines should be considered in providing gifts and hospitality (including travel, meals and entertainment) to a Government Official. Any such benefit should:

a. be reasonable and customary under the circumstances;
b. not be motivated (even in part) by a desire to influence the Government Official inappropriately;
c. be tasteful and commensurate with generally accepted standards for professional courtesy both in the country where the Company has its office and where the gifts are made or hospitality provided;
d. be provided openly and transparently;
e. be given in good faith and without expectation of reciprocity;
f. not be provided to any Government Official or group of Government Officials with such regularity or frequency as to create an appearance of impropriety or undermine the purpose of these guidelines;
g. comply with the local laws and regulations that apply to the Government Official; and
h. be accurately recorded and documented on the Company's financial records.

2.4.1 Gifts to Government Officials.

In addition to the above, gifts to Government Officials should:

a. only be provided in connection with a recognized gift giving holiday, event or as described as a promotional or marketing expense;
b. not be cash or cash equivalent (*e.g.*, gift cards); and
c. not include alcohol or tobacco unless reasonable and customary in the country in question.

2.4.1.1 Approvals.

Approvals for gifts to Government Officials should be obtained as follows:

a. Gifts valued up to $100 U.S. (value for a single gift) or up to $250 cumulatively (total value of multiple gifts during one calendar year) for a Government Official must be approved by the General Manager of the country with documented approval.
b. Gifts valued over $100 U.S. (value for a single gift) or over$250 cumulatively (total value of multiple gifts during one calendar year) for a Government Official must be approved by the CEO or CFO.

2.4.2 Promotional and Marketing Expenses.

The FCPA has an affirmative defense for "reasonable and bona fide expenditures," such as travel and lodging expenses, incurred by or on behalf of a Government Official and directly related to the promotion, demonstration, or explanation of products and services. DOJ Opinion Procedure Releases provide examples of instances where the DOJ has agreed that certain methods of paying permissible promotional expenses are preferred, including:

1. direct payment to a service provider; and
2. reimbursement, upon submission of a receipt, directly to individual officials for larger transportation expenses. Measures designed to ensure transparency and accuracy in reimbursement are important in establishing the bona fide, non-corrupt nature of the payments. Additionally, the proportion of business purpose to travel is important and hosting a Government Official should include very little extracurricular activity.

Promotional or marketing expenses paid by the Company on behalf of a Government Official or reimbursed to a Government Official, such as hospitality, travel, meals and entertainment, must:

a. be provided in connection with a bona fide and legitimate business purpose related to the promotion, demonstration or explanation of products or services or performance of a contract;
b. not cover side trips, holidays, spouses or family members;
c. to the extent possible, be paid directly to the airlines, hotels and other service providers or the Government Official's government entity;
d. not violate local laws or regulations;
e. not advance per diems to cover expenses that are otherwise covered by the Company; and
f. not advance per diems unless provided by written contractual requirements or the per diem policy of the foreign government.

2.4.2.1 Approvals.

Approvals for travel and hospitality arrangements for Government Officials should be obtained as follows:

a. Travel for Government Officials - All travel for a Government Official must be preapproved by the CEO or CFO, or designee after approval by the General Manager assigned to the country where the request originated. Travel requests shall include a copy of the approved budget and itinerary attached to the request.

b. Hospitality for Government Officials Meals and entertainment costing up to $250 U.S. per Government Official do not require a compliance review. Meals and entertainment costing over $250 U.S. per Government Official (or $750 cumulative total in one calendar year per individual Government Official) must be preapproved by the CEO or CFO.

2.4.3 Receipt of Gifts and Hospitality from Government Officials.

Employees and non-employees are prohibited from accepting gifts or hospitality from a Government Official without the pre-approval of the CEO or CFO.

2.5 Commercial Gifts and Hospitality.

Discussion about Commercial Bribery and Conflicts of Interest Commercial bribery occurs when a company or individual provides a bribe or kickback to obtain or retain business. In the course of business, it is not unusual for an individual or a company to give gifts or provide entertainment, such as dinners or tickets to events. In addition, associations with supplier representatives at luncheons, dinners, or business meetings are helpful in promoting our Company and promoting an understanding of our business. No Employee, however, shall permit such events to influence him or her in any way that could conflict with the best interests of the Company or prejudice the Company' reputation. The following guidelines were established to prevent commercial bribery and conflicts of interest from occurring:

a. Employees may not request or accept any gift or entertainment of substantial value, personal loan of any value, or any special consideration from any individuals (including Government Officials), suppliers, vendors, or organizations seeking to do business with the Company.
b. Employees may never give or accept cash or cash equivalents to or from a Party in the course of business for the Company.
c. Employees may not give or accept gifts and entertainment with market value greater than a nominal value, without prior approval. Nominal value is defined as follows:
    i. Gifts with a value of under $250 U.S. (value for a single gift or $500 cumulative total for multiple gifts during one calendar year) will be considered nominal unless such gifts would create the appearance of potentially influencing a business decision by the Company.

2.5.1 Approvals.

Gifts or hospitality valued between $250 and $500 will require prior approval from local Management. Gifts or hospitality valued above $500 will require prior approval from the CEO or CFO.

2.6 Third-Party Risks.

The Company and its Employees can be liable under the FCPA, as well as other applicable U.S. and non-U.S. laws, for the misconduct of any third parties with whom it enters a business relationship (the "Party"). For example, the Company and its Employees can be held liable if a Party makes an improper payment or gives something else of value to a Government Official (including employees of state-owned customers) to benefit the Company. These and other situations can create legal risks even if the Company and its Employees did not directly authorize or have actual knowledge of the Party's improper activities. If a Company Employee knew, *or effectively should have known*, that a Party would make an improper payment or engage in other improper conduct, both the Employee and the Company are at risk for violating the FCPA and other laws. The Company has adopted a due diligence and monitoring process to protect itself from high-risk relationships and potential legal violations arising from third-party actions. It is crucial for *all* covered Parties to be screened according to the procedures set forth below.

The following Sections 2.7 through 2.14 provide an overview of the due diligence and monitoring processes for the following relationships posing third-party risks.

2.7 Red Flags.

In conducting due diligence, it is essential that Company personnel be sensitive to circumstances that suggest corruption risks. Circumstances that may suggest a reason to know of an illegal payment by an Intermediary or other third party, and therefore a potential violation of the law, are commonly referred to as "Red Flags." The presence of Red Flags in a transaction suggests a need for greater scrutiny and the implementation of safeguards against a potential violation. It does not necessarily mean that the transaction cannot go forward. Red Flags that warrant further investigation when selecting or working with a Party are varied and numerous. The following are a few examples.

1. a reference check reveals the Party's flawed background or reputation;
2. the Party is suggested by a Government Official or the customer, particularly one with discretionary authority over the business at issue;
3. the Party objects to anti-corruption representations in Company agreements;
4. the Party has a close personal or family relationship, or a business relationship, with an official or relative of a Government Official;
5. the Party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country's currency, or payment in a third country;
6. due diligence reveals that the Party is a shell company or has some other unorthodox corporate structure;
7. the only qualification the Party brings to the venture is influence over government officials;
8. the Party requires that his or her identity or, if the Party is a company, the identity of the company's owners, principals or employees, not be disclosed;
9. the Party's commission or fee exceeds the "going rate"; or
10. the transaction involves a country known for corrupt payments or other illicit financial dealings. Specifically, for joint venture partners (and counterparties in farm-ins and block acquisitions);
11. the partner refuses to agree to reasonable financial and other controls and other standard Company policies in the joint venture;
12. the proposed relationship with the partner is not in accordance with local laws or rules, including civil service rules concerning outside interests for any government officials involved;
13. the partner has a reputation for bypassing normal business channels, particularly in activities involving the government;
14. the partner requests approval of a significantly excessive operating budget or unusual expenditures;

15. the Company learns that the partner made an improper payment to government officials prior to the Company's entry into the venture;
16. the partner insists on financial terms that are unduly generous to it in light of its contributions to the venture; or
17. the partner insists on having sole control over any host country government approvals. In general, any fact that puts into question whether the Party is in fact providing a necessary product or service at a reasonable market price is a Red Flag.

2.8 Intermediaries Serving Non-U.S. Operations.

2.8.1 Who is Covered?

A detailed review is required of all proposed Intermediaries, defined as third parties who will participate in any way in the Company's efforts to obtain business outside the United States (such as agents or brokers), or will interact with Government Officials on the Company's behalf (such as lawyers handling litigation, tax advisors interacting with tax authorities, immigration agents, customs brokers and business consultants interacting with state-owned entities on behalf of the Company). Recognizing that different types of Intermediaries present different levels of risk under anti-corruption laws.

This guide has split intermediaries into three risk categories:

1. **Business Development Intermediaries** (examples: business development consultants, negotiators and project management consultants);
2. **Processing Intermediaries** (examples: freight forwarders, customs brokers, visa processors, logistics contractors, aviation agents and manpower/staffing agencies); and
3. **Professional Intermediaries** (examples: attorneys, tax advisors, auditors, lobbyists, public relations consultants, security consultants and pilots). The examples in each category do not constitute an exhaustive list of Intermediaries. Questions about whether a Party is considered an Intermediary and which category it fits into should be directed to the Compliance Attorney.

2.8.2 Process for Due Diligence Review.

The Company should never enter into any relationship with an Intermediary without an inquiry into the Intermediary's background and reputation. In accordance with Section 2.7 regarding due diligence certification, the Intermediary must be investigated and any issues raised must be addressed to the satisfaction of the Company prior to entering the proposed relationship. The Company's Chief Executive Officer or CFO must sign off on all Intermediary relationships.

2.8.3 Urgent Use of an Intermediary.

In the case of an urgent need for a Party classified as a potential Intermediary (i.e., circumstances where a delay in the retention of an Intermediary would cause significant operational or contractual problems), the Company may retain the Intermediary before the completion of full due diligence provided that the following steps are taken:

1. The Party must complete a Compliance Questionnaire;

2. A Sponsoring Manager must be assigned to the Intermediary (as discussed in the following section).
3. The Sponsoring Manager must complete a Business Justification of Third Party Intermediaries and an explanation of the urgent circumstances.
4. The CEO or CFO will review and may request additional documentation, approve, reject or limited use of the Party for a specific period of time.
5. An interim contract or engagement letter must be executed to cover the limited services prior to the Party performing services.
6. Full due diligence must be completed and reviewed by the CEO or CFO within 30 days of execution of the limited use contract if the Party is expected to be retained for future or ongoing services.
7. Compensation and reimbursement cannot be paid to the Party until the due diligence is completed.
8. A formal contract must be executed containing the appropriate contract language, noted in 2.11, before additional future services may be performed by the Party.

2.8.4 Sponsoring Manager.

Each Intermediary will have an assigned Sponsoring Manager who is a Company Employee designated to oversee the Intermediary during the business relationship. The Sponsoring Manager is assigned by the relevant General Manager and confirmed during due diligence approval by the CEO or CFO. The Sponsoring Manager will be responsible for:

a. initiating due diligence and ensuring due diligence is approved prior to execution of the contract;
b. ensuring the contract with the Intermediary is executed prior to the Intermediary commencing work and contains appropriate anti-corruption language;
c. reviewing Intermediary invoices for accuracy and adequate supporting documentation;
d. communicating contract terms to employees of the Intermediary and ensuring the terms of the contract are fulfilled;
e. providing the HR Department with the names of Intermediary employees who are subject to compliance training;
f. following up with the Intermediary on contract audit findings such as correction of non-compliance issues and recovery of funds.

2.9 Contractors.

2.9.1 Who is Covered?

The following guidelines should be considered in selecting, retaining and compensating Contractors (including vendors) for foreign operations. A Contractor is generally contracted on an "independent contractor" basis to provide goods or services to the Company's foreign operations and is distinguished from an Intermediary, which, as noted in Section 2.8 above, represents the Company in dealings with non-U.S. third parties or government entities/officials. If any information suggests that a Contractor will participate in any way in the Company's efforts to obtain business outside the United States or will interact with Government Officials on the Company's behalf, then the Contractor must be reclassified as an Intermediary and undergo the due diligence process described in Section 2.8.

2.9.3 Process for Due Diligence Review.

In accordance with Section 2.7 regarding due diligence certification and section 2.9.2 above regarding risk assessment for Contractors, due diligence is only required on a Non-U.S. Contractor when **an apparent or known Red Flag** (such as a relationship with a Foreign Official) **justifies the exercise of due** diligence.

The due diligence effort should correspond with an assessment of risk variables and circumstances, including the country or origin, the country where services will be rendered, the inherent risk level in the nature of goods or services to be provided and the nature of any Red Flags.

2.10 Non-U.S. Joint Ventures.

2.10.1 Who is Covered?

This section covers each prospective or existing non-U.S. joint venture ("JV"), defined as a business relationship between the Company and one or more unaffiliated parties who shares in the profits or ownership of an operation outside the United States.

2.10.2 What Are the Risks?

JVs present enhanced FCPA risks beyond the third-party risks identified in Section 2.6. With respect to the FCPA's anti-bribery provisions, there are four basic scenarios under which the Company may face liability as a result of participation in the JV:

1. the Company can be held liable if the partner is a Government Official, or an entity in which a Government Official has an economic interest, and the formation of the venture is intended to provide a benefit to that Official in order to improperly influence a governmental action of that Official;
2. the Company can be held liable if it makes payments to the JV while "aware of a high probability" that the JV will in turn, directly or through agents (such as a JV partner), use these funds to bribe a Government Official;
3. the Company can be held liable if it "authorizes" the JV -- either explicitly or implicitly -- to make an improper payment. For example, enforcement officials would likely perceive an implicit authorization of any improper payments made by the JV if the Company owns a significant stake in the JV, is actively involved in its management, and does not take effective actions to stop the payments; and
4. the Company may also be held liable if it can be shown that the Company authorized its JV partner, acting on behalf of the venture, to make an illicit payment. The Company can also be held liable for violations of the FCPA's accounting provisions. For JVs in which the Company exercises majority control, the Company is strictly liable for the internal controls and books and records violations of that JV. For JVs in which the Company holds minority control, the Company must make good-faith efforts to impose a system of effective internal controls and must be vigilant to ensure the adequacy of the books and records.

2.10.4 Continuing Monitoring.

In addition to performing thorough diligence regarding a potential JV partner and certain of its key leaders before entering into the relationship, once a JV is established, the Company must monitor JV activities and the activities of its JV partners in connection with the JV to ensure continuing compliance with all applicable laws and the contractual obligations secured in the JV agreement.

Where the Company has a **majority interest or control**, the Company is required by law to **ensure** that the JV complies with the FCPA anti-bribery and accounting and recordkeeping requirements and should have unfettered access to the JV's accounting records; Where the Company has a **minority interest and lacks control**, the Company is required by law to make a **good faith effort** to make sure that the JV complies with the FCPA anti-bribery and accounting and recordkeeping requirements. In all JVs, the Company must as a matter of Company policy be vigilant in its compliance efforts and monitor the JV's operation on an ongoing basis. Contractual safeguards may only be as good as our efforts to enforce them. In particular, watch for "Red Flags" as discussed in section 2.7.1 above.

2.11 Commercial Contracts, Compensation and Payment.

2.11.1 Commercial Contracts.

A written contract is required for:

1. Intermediaries;
2. Contractors for foreign operations other than those retained to provide non-material necessary, routine or incidental services or supplies (such as janitorial or grounds maintenance services, or delivery of office supplies);
3. Joint Venture ("JV") Partners

2.11.2 Commercial Compensation and Payment.

The Party's compensation should be:

a. customary and reasonable in relation to the value of the services provided;
b. paid by check or bank transfer only in the country where (i) the services are provided or (ii) the Intermediary resides or has its principal place of business; and
c. accurately recorded and documented in the Company's financial records.

2.11.3 Monitoring.

Employees responsible for administering the Party's payments should monitor payment history for Red Flags that may suggest improper activity, such as:

a. requests for payment inconsistent with contract terms;
b. requests for payment to third parties;
c. lack of supporting documentation; and/or
d. unusual cash payments made, or expenses incurred, by the Party.

Payment should not be authorized to the Party unless the due diligence is approved and current. Any identified irregularities should be referred to the CEO or CFO.

2.12 Doing Business with Government Entities.

The FCPA allows Krayden to do business with foreign governments, agencies, and government owned or controlled companies. Indeed, the Company has frequent direct dealings with government entities, particularly where local law or joint operating agreements mandate that we work with state-owned companies or government agencies. Employees must be especially vigilant in dealing with government entities, however, so that any Red Flags presented are identified and addressed promptly. These guidelines and related procedures include a number of specific requirements designed to address common risks in dealings with government entities. For example, government entities may act as Intermediaries, Contractors, Joint Venture partners, or counterparties in farm-in arrangements or block acquisitions. Risks presented by such third party relationships are addressed above in Sections 2.6 through 2.12. Similarly, government entities may be recipients of Non-U.S. Charitable Contributions, Sponsorships, or Social Projects, as discussed in Section 2.15. When a government entity is involved in these types of transactions, special care must be taken to ensure that the government status of the entity is identified early in the review process to ensure adequate consideration of the risks it presents. For transactions that are not specifically addressed by other sections of these guidelines, the Employee proposing the transaction with a government entity must notify the General Manager of the country in question in advance of the transaction. This requirement applies equally to proposed transactions where involvement by a government entity is suspected – even if unconfirmed. If the transaction is approved and finalized, Employees must closely monitor the actions of government entities, and alert compliance officials of any Red Flags.

2.13 Non-U.S. Mergers and Acquisitions.

2.13.1 Who is Covered?

Anti-corruption due diligence must be undertaken prior to entering into a definitive agreement for any merger or acquisition (irrespective of size) involving:

a. a U.S. counterparty that has any non-US operations or non-US sales; or
b. a non-U.S. counterparty.

2.13.2 What Are the Risks?

The Company can be liable under the FCPA for bribery undertaken or attempted by an entirely unrelated Party with which the Company merges or which it acquires — even if the improper conduct by the target company occurred prior to completion of the Company's merger or acquisition, even if the Company knew nothing about it at the time it occurred, and even if the target company was not subject to the FCPA at the time of the improper conduct. It is critical that the Company understand thoroughly the target's business practices, business culture, recordkeeping practices, financial controls and willingness to conduct future business in a manner that complies strictly with the FCPA, local law and these guidelines. If the Company is satisfied with the target's willingness and ability to adhere to these strict compliance requirements, the Company may conclude that the transaction may proceed. If not, the Company should not proceed with the proposed transaction. The following guidelines should be considered prior to entering into a merger or acquisition with an entity which is based outside the United States or that includes non-U.S. operations as part of the Non-U.S. Merger or Acquisition.

2.13.3 Process for Due Diligence Review.

Due diligence is documented by the CEO or CFO or an outside Attorney. Any Red Flags, such as those discussed in Section 2.7.1, will be raised immediately to the CEO prior to finalization of the Non-U.S. Merger or Acquisition. In the case where it is not desirable to reveal a plan for a potential merger or acquisition to the target, request of information from the target may be postponed until after such time as the plan is revealed to the target. Senior management approval of the Non-U.S. Merger or Acquisition may precede the formal approval of the anti-corruption due diligence as senior management is involved throughout the comprehensive due diligence process.

2.13.4 Post-Merger or Acquisition.

Corporate policies and procedures, including those relevant to anti-bribery, procurement and contracting, will be integrated into the acquired target locations as soon as deemed reasonable by Senior Management. Additionally, the Company will provide periodic anti-corruption training to the employees as determined appropriate by the CEO and CFO. An audit of the books and records and internal controls of the acquired target should be conducted post-merger/ acquisition if one was not conducted premerger/acquisition. The CFO will determine the best timing and scope for the audit.

2.14 Non-U.S. Charitable Contributions, Sponsorships and Social Projects

2.14.1 What is Covered?

Non- US Charitable Contributions

Non-U.S. Charitable Contributions include monetary and non-monetary donations to bona fide charitable organizations made for the general benefit of society or social welfare, for scientific, literary, educational, athletic, public-safety or community-service purposes or for other similar causes outside the United States.

Non-U.S. Sponsorships

Non-U.S. Sponsorships include monetary and non-monetary contributions to an entity other than a non-profit charitable organization, such as a student scholarship, support of a team, support of an event or membership in a trade or professional association outside the United States.

Non-U.S. Social Projects

Non-U.S. Social Projects are community investment programs or community development projects designed to fulfill needs of the local communities outside the United States, thereby improving lives, while achieving business objectives. These projects are not considered part of the discretionary spending referred to above as Charitable Contributions and Sponsorships.

2.14.2 What Are the Risks?

Risks can arise in connection with contributions, sponsorships and projects in a variety of contexts; for example, where a key Government Official or relative of a Government Official is involved in the charitable organization receiving the contribution; where the request is to assist a government entity; where the recipient organization lacks financial transparency; or where similar facts create a possibility that the contribution could be diverted to an improper beneficiary and linked to a business benefit being sought by the donor. It must be clear that the proposed contribution or project is not a disguised way of providing a personal benefit to a Government Official. In addition, it is important to consider the timing of a contribution. An acceptable contribution project can quickly turn improper if it is given or agreed to at a time when the Company is, for example, seeking business or regulatory approvals from the government entity associated with the request. International philanthropy should not be used to influence or attempt to influence a Government Official's acts or decisions to award, obtain or retain business or secure an improper advantage for the Company. Non-U.S. Charitable Contributions, Sponsorships and Social Projects shall not be made to a Government Official.

3. Key Definitions.

Intermediary: a third party who will participate in any way in the Company's efforts to obtain business outside the United States (such as an agent or broker), or will interact with Government Officials on the Company's behalf (such as a lawyer handling litigation, tax advisor interacting with tax authorities, immigration agent, customs broker or business consultant interacting with state-owned entities on behalf of the Company).

Contractor: A third party the Company has contracted with to provide goods or services to the Company.

Government Official: Any official, officer, employee, or representative of any non-U.S. federal, state or local government department, agency or instrumentality—whether elected or appointed—including but not limited to the following: any government-owned or government-controlled commercial enterprise, or any person acting in an official capacity for or on behalf of any such government department, agency or instrumentality; any official or employee of a public international organization or political party; any candidate for political office; any individual who is considered a government official under local law; and employees of national oil companies.

Joint Venture: a business relationship between the Company and one or more unaffiliated parties who shares in the profits or ownership of an operation.

Sponsoring Manager: A Krayden employee or non-employee designated to oversee a particular business relationship or social project. The Sponsoring Manager is assigned by the General Manager or Department Manager and confirmed during due diligence approval by the CEO or Director of Finance and Accounting.

Any violation of this Code may be reported as defined in the Krayden Whistleblower Policy.

Revision Record

Revision Date	Approved By	Description of Change
2/14/2024	John King	Change to controlled document template, change document owner to Director of Quality. Updated responsible parties throughout, added reference to reporting and whistleblower policy.