

CJ GLOBAL ANTI-CORRUPTION POLICY



TABLE OF CONTENTS

1. INTRODUCTION	1
OVERVIEW	1
SCOPE AND WORLDWIDE APPLICATION	1
COMPLIANCE WITH APPLICABLE LAW	1
2. DEFINITIONS	2
3. PROHIBITIONS OF IMPROPER PAYMENTS	3
OUR STANDARD	3
RESPONDING TO REQUEST FOR AN IMPROPER PAYMENT	4
EXCEPTIONS: THREAT OR DURESS	4
4. HOSPITALITY TO GOVERNMENT OFFICIALS	5
GIFTS, MEALS OR ENTERTAINMENT	5
TRAVEL, ACCOMMODATION AND TOURS OF CJ FACILITIES	6
5. HOSPITALITY TO/FROM BUSINESS PARTNERS	6
GIFTS, MEALS OR ENTERTAINMENT	6
TRAVEL, ACCOMMODATION AND TOURS OF BUSINESS FACILITIES	7
6. CONTRIBUTIONS	8
POLITICAL CONTRIBUTIONS	8
CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS	8
7. HIRING A BUSINESS PARTNER	9
DUE DILIGENCE PROCESS	9
CONTRACT LANGUAGE	10
8. M&A	10
9. BOOKS AND RECORDS	11
10. REPORTING AND ANTI-RETALIATION	11
11. CONSEQUENCE OF VIOLATION	11

1. INTRODUCTION

OVERVIEW

CJ has established this Global Anti-Corruption Policy (“**Policy**”) in order to ensure full compliance with the anti-corruption and anti-bribery laws of the countries in which CJ does business.

This Policy serves as a detailed subordinate policy to CJ Code of Business Conduct (“**CoC**”) which sets out CJ’s position pertaining to anti-corruption and anti-bribery. This Policy sets forth CJ’s minimum standard to uphold our anti-corruption and anti-bribery commitment. Any additional country or industry specific guidelines must be consistent with this Policy.

When in doubt, seek guidance.

If you are ever unsure of how to respond to a situation or whether certain conduct may be violation of the Policy, you should always seek guidance from Legal/Compliance Department before you take any action.

It is essential that you carefully review and abide by the principles set forth herein as CJ applies “*zero tolerance*” approach to violations of this Policy. You must take responsible steps to prevent any Policy violations.

SCOPE AND WORLDWIDE APPLICATION

The Policy applies to everyone working for CJ worldwide regardless of location, role or level of seniority. This includes all employees (whether permanent or temporary), managers, operating committee members, officers, and directors of CJ (“**CJ Members**”).

CJ also requires third parties acting for, on behalf of, or in the name of CJ such including consultants, agents, intermediaries, and representatives to comply with this Policy or their own policies substantially equivalent to this Policy.

COMPLIANCE WITH APPLICABLE LAW

This Policy aims to ensure the compliance with applicable laws and regulations not only limited to domestic but also international laws and regulations such as the OECD Anti-Bribery Convention, the U.S. Foreign Corrupt Practice Act (“**FCPA**”), the UK Bribery Act, the Improper Solicitation and Graft Act of Korea, the Act on Combating Bribery or Foreign Public Officials in International Business Transactions of Korea, and any other local anti-corruption laws and regulations. Even a minor failure to comply with anti-corruption laws may lead to severe consequences such as significant business disruptions, harm to CJ’s reputation, and criminal and/or civil penalties for CJ Members and CJ.

CJ Members must comply with the laws and regulations of each country where we do business, and if this Policy conflicts with local laws and regulations, the stricter standard shall apply. The fact that an

action or practice is customary in a particular country or region does not justify a violation of this Policy or the anti-corruption laws and regulations.

2. DEFINITIONS

- A. **“Anything of Value”** means cash and any non-cash item or service that has value including, but not limited to, securities, interests in real estate, goods, accommodation vouchers, memberships, admission tickets, discount tickets, invitation tickets, entertainment, employment or internship opportunities, business opportunities, contributions to any charity, golf or sports, travel, meals, lodging, shopping, debt-forgiveness, or grant of any right or privilege.
- B. **“Business Partners”** means any non-CJ private individual or entity who have a business relationship with CJ, or who may facilitate the creation of a business relationship with CJ to provide or purchase a product or service (e.g. customers, suppliers, venture partners, agents, contractors, vendors, sales representatives, distributors, consultants, outside counsel, joint venture partners, contract laborers).
- C. **“CJ”** is defined as CJ group of companies including all subsidiaries and affiliates worldwide.
- D. **“CJ Alert Line”** means the channels for compliance alerts including violations of this Policy such as website, e-mail, telephone, facsimile, mail, CJ Whistle or any other channels designated or operated by each CJ affiliate.
- E. **“Government”** means any agency, instrumentality, department, ministry or other body of any national, state, or local government, or any public international organization, including any governmental committee or commission and regulatory agency, and any government-owned or government-controlled business, corporation, company, or entity, or any political party or committee.
- F. **“Government Official(s)”** means any:
 - i. Official (elected, appointed, career, or member), employee, or other representative of a Government;
 - ii. Official, employee, or other representative of a public international organization (e.g., Red Cross, United Nations, World Bank, European Union, World Trade Organization, World Customs Organization, North Atlantic Treaty Organization);

- iii. Individual acting for or on behalf of a Government, even though he or she may not be an employee of such Government (such as an uncompensated honorary official or a member of a royal family or any relatives and family members of Government Official and an agent of such Government);
- iv. Official of a political party or candidate for political office; and
- v. Individual who is considered a Government Official under applicable laws.

Any officer, director, employee or agent of a Government-owned or Government-controlled business shall be considered a "Government Official" and is subject to the same restrictions under this Policy as an official, employee or representative of a Government.

Legal/Compliance Department will assist you, upon request, in determining whether a person (e.g., potential or current customer or vendor) is considered a "Government Official" under this Policy.

3. PROHIBITIONS OF IMPROPER PAYMENTS

OUR STANDARD

CJ prohibits bribery or improper payments of Anything of Value in all our business dealings throughout the world. No one may give, pay or offer, promise, or authorize Anything of Value, either directly or indirectly to Government Officials, Business Partners or their family members with the intention or perceived intention to influence their actions or decisions in their official or business capacity in order to obtain or retain business or to secure some other improper advantage.

Prohibited payments can take the form of:

- Cash and cash equivalents (gift cards)
- Payments-in-kind (e.g., gifts, favors)
- Kickback
- Secret commission
- Unofficial fee
- The use of contract, purchase order or consulting agreement.

You may not have a bad or corrupted intention for the payment, however, in certain countries such bad or corrupted intention or willfulness is not required under their laws and in many cases, such bad or corrupted intention is even presumed.

Decisions about what is or is not an allowable payment or whether a person or entity is a Government Official must be made after consideration of the relevant circumstances, and reliance on past practice may not be appropriate.

Special care must additionally be taken when dealing with Government Officials since the level of scrutiny and enforcement is higher in most countries when involving Government Officials. Government Officials may themselves be subject to especially strict guidelines that must be respected.

In many countries, commercial bribery (i.e. bribing a private party) is also a criminal offense (commercial bribery/breach of fiduciary duty) and in most of these countries, the bribe giver and the receiver are both punishable. Even in countries where commercial bribery is not a criminal offense, commercial bribery can be considered as an act of fraud or unfair competition.

Note on Facilitation Payments

Facilitation payments, also known as “grease payments” or “speed payments” are strictly prohibited under this Policy. Any payment paid to Government Officials with the intention to expedite or perform routine, non-discretionary action, such as processing a visa, inspecting goods in transit or processing a work order, will be treated equally as “improper payment” under this Policy, even if the payment is small in amount and the payer is legally entitled to the routine, non-discretionary action.

RESPONDING TO REQUEST FOR AN IMPROPER PAYMENT

To protect CJ and CJ Members, we must abide by the following rules, when responding to a request for improper payment:

- Refuse to make any payment and explain that CJ would not authorize such payments as it would be a violation of this Policy, our CoC and anti-corruption laws.
- Make it clear that the refusal is absolute and ensure that your message leaves no room for misunderstanding or reconsideration.
- Immediately report the request to CJ Alert Line.

You should report to CJ Alert Line all attempts to extort Anything of Value from you, even if unsuccessful.

No CJ Members will ever be penalized, either through performance reviews, compensation or any other method, for refusing to pay an improper payment. Similarly, business performance will not be judged adversely for any delays or financial losses as a result of your refusal to pay an improper payment.

EXCEPTIONS: THREAT OR DURESS

We do not permit any other waivers or deviations from this Policy except threat or duress. The health and safety of CJ Members is of fundamental importance to CJ. An exception to the prohibitions under

this Policy may be made if you are forced to make an immediate improper payment because you have been threatened or coerced.

If these circumstances do arise, report to CJ Alert Line as soon as you possibly can, and explain the situation completely and truthfully. In any case, never attempt to conceal evidence of misconduct and never falsify financial entries to cover up the improper payment.

4. HOSPITALITY TO GOVERNMENT OFFICIALS

GIFTS, MEALS OR ENTERTAINMENT

In principle, any hospitality to Government Officials such as gifts, meals, drinks, and entertainment are strictly prohibited as it can be interpreted as improper payment.

However, in some rare circumstances, offering hospitality to Government Officials with legitimate business purpose may be permissible if:

- such hospitality is allowed under the applicable laws and regulations and this Policy;
- there is no improper intention to influence their actions or decisions in their official or business capacity ;
- such hospitality is infrequent and is reasonable and adequate in type and value and does not cause embarrassment to CJ or damage CJ's reputation; *and*,
- the expenditure is recorded accurately and fairly in reasonable detail.

Examples of Permissible Hospitality

- Presenting promotional items branded with CJ logo distributed with at little or no cost to promote CJ or its brand, corporate identity and event as gift
- Providing coffee, tea, snacks or other light refreshments during meeting

If you are unsure of whether certain hospitality to Government Officials may be violation of the Policy, you should always consult with Legal/Compliance Department.

TRAVEL, ACCOMMODATION AND TOURS OF CJ FACILITIES

Our standard is that CJ will not pay or reimburse for the travel expenses, such as airfare or hotel accommodation of Government Officials.

However, tours of CJ facilities may be permissible under certain circumstances if ❶ such tours are directly related to legitimate business purposes such as promotion, demonstration or explanation of CJ products or services, ❷ such tours are allowed under the laws, rules, and policies applicable to the Government Officials, and ❸ expenses associated with such tours are widely accepted, customarily practiced and permissible under applicable laws.

For any such tours, CJ should not select any particular Government Officials who will be visiting on behalf of the relevant Government. Travel, accommodation and tour costs should be paid directly to the third-party provider.

Q: The Government Official suggests that he/she would like to visit CJ facility at CJ's cost to inspect its operation prior to approval of permit. Is CJ allowed to pay for this trip?

A: It depends. Even for a bona fide visit of this nature, there needs to be an explicit provision(s) under relevant laws or rules legally supporting such request, justifying such visit and setting the cost burden on the permit applicant(in this case, CJ). Even in such case, extreme care must be taken with regard to the itinerary, how the expenses are paid and how much is paid. Always obtain assurances that the Government which Government Official works for is aware of this visit (e.g. arranging the trip schedule in official letter).

5. HOSPITALITY TO/FROM BUSINESS PARTNERS

GIFTS, MEALS OR ENTERTAINMENT

Receiving Gifts, Meals or Entertainment

CJ Members may accept occasional gifts, drinks, meals or entertainment provided by Business Partners only if offered for legitimate business purpose and reasonable and appropriate in all manners. However, CJ Members shall not accept or ask for gifts, meals or entertainments in exchange for doing or not doing, or promising to do or not to do, anything for Business Partners.

If you are offered any inappropriate gifts, drinks, meals or entertainment, you should politely reject such hospitality of value and explain CJ's policy. If the form, substance or value of the gift may not be discovered until after it has been received, you should notify through CJ Alert Line.

Giving Gifts, Meals or Entertainment

Gifts, drinks, meals and entertainment for Business Partners must support the legitimate business interests of CJ and should be reasonable and appropriate in nature and value. In any case, gifts in cash or cash equivalents should never be given to Business Partners.

All and any expenditures for gifts, drinks, meals and entertainment must be properly documented and/or recorded. Such hospitality must always be given in a transparent manner.

Dos	Don'ts
<ul style="list-style-type: none">• Provide or receive gifts, drinks, meals, and entertainment openly as an expression of respect, appreciation, or goodwill.• Pay costs directly to the third-party service provider.• Prepare itineraries outlining the business events associated with the entertainment when entertainment is offered.	<ul style="list-style-type: none">• Accept or give cash or cash equivalent gifts.• Accept or provide meals in overly fancy or high-end restaurants.• Accept an offer of or provide adult entertainment such as gambling or shows with an overly sexual content.• Make reimbursement to or from Business Partners for personal activities or entertainment.

TRAVEL, ACCOMMODATION AND TOURS OF BUSINESS FACILITIES

Inviting Business Partners to CJ facilities or visiting Business Partner's facilities may be permissible if such tours are directly related to legitimate business purposes and expenses associated with such tours are widely accepted, customarily practiced and permissible under applicable laws.

- Any travel expense paid by or reimbursed from Business Partners is prohibited unless there is a legitimate business purpose in which case the reimbursement shall be directly made to CJ's bank account. Any invitation of facility tours from Business Partners shall be pre-reported or pre-approved according to your internal policy or procedure before you participate in it.
- Inviting Business Partners to CJ facilities or paying for Business Partner's travel or tour expenses, such as airfare and hotel accommodation, is permissible, provided that: ❶ there is a bona fide legitimate business purpose, ❷ such expenses are disclosed to the invited individual's employer before the expenses are incurred, ❸ such expenses are widely accepted, customarily practiced and permissible under applicable laws, and ❹ expenses are paid directly to the third-party provider (in certain circumstances, when payment directly to the third-party provider is not possible, payment may be made directly to the individual's employer).

6. CONTRIBUTIONS

POLITICAL CONTRIBUTIONS

CJ Members may engage in political activities as individuals using their own personal time and resources. CJ Members engaging in political activities must never use CJ's name, network, personnel, information, funds and other tangible and intangible resources in any manner for their own political ends.

In principle, no CJ Member may make or authorize a political contribution to any Government or Government Official, whether in cash or any tangible/intangible form, by or on behalf of CJ.

However, in limited circumstances, such political contribution may be made if and when it is explicitly permitted under all applicable laws, including, but not limited to, political campaign finance, election, and anti-corruption laws, is duly approved in advance by the CJ internal approval process, and is made in compliance with the requirements of such applicable laws. In any case, it is never permissible to provide a political contribution as a way to conceal improper payments to Government Officials.

CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS

Charitable contributions and sponsorships may be given to legitimate charities only for purely charitable purposes in compliance with the applicable laws and CJ's policies and procedures.

Charitable contributions and sponsorships are not permitted if they may improperly influence any business judgement or any expectation of future compensation or obligation on the part of the recipient. In addition, you should not use charitable contributions and sponsorships as a way to cover up improper payments to Government Officials or inappropriate political contributions.

Prior to making charitable contributions and sponsorships, the background and reputation of the intended recipient must be reviewed.

Q: A Government Official asks if CJ wants to make a donation to a charity for animal rescue. What do I do?

A: You should consult with your Legal/Compliance Department who will advise you on what due diligence and investigation should be performed so as to ensure that the charity is a bona fide organization and that the contribution will not be used for any other purposes.

7. HIRING A BUSINESS PARTNER

The actions of our Business Partners may expose CJ to significant liability under anti-corruption laws. We must take great care in hiring Business Partner and ensure they comply with anti-corruption laws and this Policy while they are working with us.

Therefore, if you plan to hire a Business Partner, you have to examine whether each potential Business Partner (“**Candidate**”) may attempt to bribe anyone and whether such hiring itself may constitute a violation of this Policy. Upon engagement, the successful Candidates should be informed of this Policy and their compliance obligations.

DUE DILIGENCE PROCESS

You should examine the Candidate’s qualifications, reputation and the legitimate business reasons before any engagement through due diligence such as surveys, questionnaire, inquiries, third-party service, etc. In addition, every stage of the due diligence investigation should be documented.

If the Candidate is doing business in a high-risk country in terms of corruption, your examination of that Candidate should be more thorough. Extra caution should be taken when the Candidate has a family or other relationship with Government Officials. Engaging with such Candidate could appear as if CJ were trying to gain an improper advantage.

During the due diligence process, the following signs may indicate that the Candidate should not be retained if the Candidate:

- requests that its/his/her identity not be disclosed;
- demonstrates an unwillingness or reluctance to reduce an agreement into writing or provide any requested information;
- refuses to sign representations or warranties that it has not violated and will not violate applicable anti-corruption laws;
- is a current or former Government Official or a family member of the Government Official;
- was recommended or requested by a Government Official;
- was recommended or requested by a Business Partner in exchange of a favor;
- apparently lacks qualification or experience for the position or role or the only qualification the Candidate has is influence over Government Officials;
- requests or demands an unreasonable or unusually high compensation or commission;
- requests an inappropriate method of payment, including, requests for indirect payments

made payable in a country other than from where the entity operates, payments in cash, or payments to a numbered or secret account or the account of a third party;

- requests reimbursement for poorly documented (or questionable) expenses;
- guarantees unusually fast results;
- has record of past accusations or instances of improper business practices; or
- makes unusually large or frequent political contributions.

One or more of the above signs does not necessarily prevent us from hiring a particular Candidate, but a thorough investigation or evaluation will be required. If you find any specific sign that you cannot resolve, justify or substantially mitigate, you should not engage with the Candidate concerned.

Your obligation of due diligence does not end with selection of the Candidate. Even after engagement, constant monitoring is required to ensure compliance with this Policy.

CONTRACT LANGUAGE

Any contract or agreement entered into or renewed between CJ and the Business Partner who has dealings with a Government or Government Official in the normal course of its business, contacts or is expected to contact a Government Official to perform its contractual duties to CJ, or has one or more signs above identified during the due diligence process shall contain anti-corruption representations, warranties, and covenants. In addition, a monitoring provision that CJ reserves the right to audit the Business Partner whether it complies with the requirements of this Policy may be inserted in a contract with the Business Partner to reinforce our stance.

8. M&A

Liability of the target company and its suppliers may be assumed by the buyer. Therefore, when planning a merger or acquisition, it is important to ensure the prospective target company and its suppliers comply with the applicable anti-corruption laws. Any anti-corruption issues identified or any historic or ongoing violations discovered in the due diligence process should be fully addressed and immediate steps should be taken to end the misconduct. In those circumstances where anti-corruption violations are identified and no remedial measure is available to mitigate the past or ongoing violations of the target company or otherwise it is impossible to avoid the liability, you should drop that transaction. In addition, post-acquisition integration activities should include implementation of anti-corruption compliance controls.

9. BOOKS AND RECORDS

Keeping appropriate books and records that accurately and fairly reflect all company transactions and disposition with assets in reasonable detail is crucial to CJ. You shall not take any action that might result in falsifying company accounting or business records for any purpose. For example:

- Do not create or maintain any unrecorded or undisclosed fund or asset of CJ.
- Do not make false, mislabeled or artificial entries in the books and records of CJ or participate in any arrangement that could result in such entries.
- Do not approve or make any payment on behalf of CJ with the intention or understanding that any part of the payment is to be used for an improper purpose or any purpose other than that described by the documents supporting the payment.
- Do not directly or indirectly use any funds or other assets of CJ for any unlawful purpose.

All payments and expenses shall be duly documented without any exception. Please be aware that failing to document a payment or expense may subject CJ to serious liability.

10. REPORTING AND ANTI-RETALIATION

You shall report any compliance alerts, any violations of this Policy or any applicable anti-corruption laws immediately to CJ Alert Line. You should also report any request from Government Officials for a corrupt payment to CJ Alert Line.

CJ prohibits any form of retaliation or intimidation against the person who has actually reported a perceived violation of this Policy, expressed an intention to report, helped a co-worker to with a report, or participated in or assisted with an investigation in good faith even if CJ ultimately concludes that there was no violation.

11. CONSEQUENCE OF VIOLATION

CJ anti-corruption compliance is subject to continuous training, monitoring and periodical assessment. In addition, CJ will consider anti-corruption concerns as part of its regular audits of CJ's operations including books and records and suggest improvements as needed.

Violations of this Policy will be constituted as a violation of CoC or employment agreement for CJ Members and breach of business contract for Business Partners. Such violations will be subject to disciplinary action up to and including termination of employment and the business relationship with

Business Partners. If it is presumed to be a violation of anti-corruption laws and regulations, we may report to law enforcement authorities. Violations of anti-corruption laws may result in civil and criminal penalties, including fines and imprisonment. CJ will not defend you in any civil and/or criminal action if you violate this Policy or any applicable anti-corruption law.