



ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

AMENDED: JANUARY 6, 2025

1. Purpose

Mynd.ai, Inc. (collectively with its subsidiaries, and those affiliates directly and indirectly controlled by Mynd.ai globally, “**Mynd.ai**” or the “**Company**”) is committed to maintaining the highest standards of ethical conduct, including complying with applicable anti-bribery, anti-corruption, and anti-kickback laws in the countries where we do business. **Mynd.ai prohibits offering, promising, providing, authorizing, and accepting improper payments, and requires that payments are recorded accurately.** Violations of this Anti-Bribery and Anti-Corruption Policy (the “**Policy**”) may result in discipline, up to and including termination.

This Policy operates in conjunction with Mynd.ai’s Code of Business Conduct (the “**Code**”), Mynd.ai’s Whistle-Blower Policy, and other Mynd.ai policies and procedures.

2. Scope

This Policy applies to all directors, officers, and employees of Mynd.ai, Mynd.ai’s subsidiaries, and those affiliates directly and indirectly controlled by Mynd.ai globally, as well as temporary employees, self-employed workers, and independent contractors acting on behalf of Mynd.ai or any of the above-described subsidiaries and affiliates (collectively referred to as “**Covered Persons**”).

If a conflict exists between this Policy, other Mynd.ai policies and/or procedures, a law or regulation, or an applicable industry code, the more restrictive requirements shall apply. In such cases, please contact legal@mynd.ai for guidance.

3. Definitions

Business Courtesies: Meals, travel, accommodations, gifts, and/or entertainment offered to third parties in accordance with Mynd.ai policies and procedures in connection with legitimate business activities such as meetings, trainings, facility tours, or events.

Business Partner: A third party acting on Mynd.ai’s behalf or at Mynd.ai’s direction.

Government Official: Any officer, agent, employee, or any person acting for or behalf of: (1) a government, including any legislative, administrative, or judicial branch of such government; (2) any department, agency, or instrumentality of a government, including wholly or majority state-owned or controlled enterprises; (3) any public international organization, such as the United Nations or World Bank; (4) a political party; or (5) any candidate for political office.

High-Risk Business Partner: A Business Partner: (1) whose primary role is to interact with Government Officials on Mynd.ai’s behalf; (2) that is wholly or partially owned or controlled by a government, governmental entity, or Government Official; (3) who is a current or former Government Official; or (4) that is engaged to find and/or identify investment or revenue

opportunities. High-Risk Business Partners include but are not limited to agents, distributors, lobbyists, investment finders, customs brokers, freight forwarders, and regulatory consultants.

Covered Persons: Directors, officers, and employees of Mynd.ai, Mynd.ai's subsidiaries, and those affiliates directly and indirectly controlled by Mynd.ai globally, as well as temporary employees, self-employed workers, and independent contractors acting on behalf of Mynd.ai or any of the above-described subsidiaries and affiliates.

4. Policy Against Improper Payments

Mynd.ai expects Covered Persons to conduct business legally, ethically, and with integrity, in accordance with all applicable anti-bribery and anti-corruption laws and regulations wherever we conduct business, including the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the UK Bribery Act ("**UKBA**").

Violations of anti-corruption laws can result in severe penalties for the individuals and entities involved. Individual Covered Persons may face significant fines and imprisonment. Mynd.ai may face large fines, reputational harm, the loss of export and other privileges, and the confiscation of any benefits derived from the offense. Mynd.ai and its Covered Persons also may be held liable for violations by its Business Partners, even if the Business Partner would not otherwise be subject to the anti-corruption laws.

4.1. Mynd.ai prohibits offering, promising, providing, authorizing, requesting, or accepting anything of value for improper purposes.

Covered Persons may not offer, promise, provide, or authorize giving **anything of value**—directly or indirectly—to anyone in exchange for an **improper business advantage**. A business advantage is improper if it involves a person acting illegally, unethically, contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. Giving anything of value to a business contact or Government Official with the intent to improperly influence his or her decision-making is prohibited. Covered Persons may not use their own funds to engage in any activity that is otherwise prohibited by this Policy.

Likewise, Covered Persons may not request or accept anything of value in exchange for obtaining or maintaining a business relationship or granting business or a business advantage.

- **"Anything of value"** is interpreted broadly to mean any direct or indirect benefit, considered from the recipient's perspective. Things of value include both tangible and intangible items, such as cash or gift cards, gifts, free business or employment opportunities, consulting arrangements, discounts/rebates, travel, entertainment, charitable donations, or political donations.

Covered Persons must be cautious when offering or providing anything that may have value to Government Officials. Often, it may be difficult to determine whether an individual is a Government Official or whether an item or event involving a Government Official could be interpreted as inappropriate. When in doubt, Covered Persons should contact legal@mynd.ai for assistance.

4.2. Mynd.ai prohibits making improper payments through Business Partners or other third parties.

Covered Persons may not use Business Partners or other third parties to facilitate any of the improper payments or actions described above. Mynd.ai may not make payments to a third party when it knows, or has reason to believe, that such payment may be passed on to a Government Official to improperly influence the decision-making authority of that individual. Put simply, neither Mynd.ai nor its Covered Persons may use our Business Partners to make any payment that Mynd.ai and its Covered Persons are prohibited from making directly.

5. Business Courtesies

Mynd.ai recognizes that legitimate business may at times involve Business Courtesies such as meals, travel, accommodations, gifts, and/or entertainment. However, Mynd.ai strictly prohibits giving of any item of value—directly or indirectly—when done for the purpose of improperly influencing a business contact’s or Government Official’s actions.

In general, Business Courtesies must be: (1) offered in connection with legitimate business activities; (2) given openly and transparently; (3) reasonable in value and frequency; (4) properly recorded in Mynd.ai’s books and records; and (5) permitted under local law.

When determining whether a business courtesy is reasonable, Covered Persons should consider:

- Whether an objective person would consider the cost to be reasonable;
- Whether the value of the Business Courtesy could create an appearance of impropriety;
- Whether the frequency of the Business Courtesy could be viewed as excessive; and
- Whether any laws or policies of the recipient’s organization place restrictions on the Business Courtesy.

Limits and Pre-Approval Requirements. Mynd.ai has established the following limits and pre-approval requirements for Business Courtesies.

- **Approval Required: Business Courtesies for Government Officials.** Covered Recipients may provide modest meals and/or refreshments in connection with legitimate business provided the meal does not violate the recipient’s employer’s rules and the recipient has not received more than four (4) meals from the Company in the past year.

All other Business Courtesies (e.g., meals over \$100 or in excess of the above limits, gifts, entertainment, travel) proposed to be provided to Government Officials—regardless of value—must be pre-approved by the Legal Department (legal@mynd.ai) in writing. Mynd.ai may not pay for hospitality, travel, gifts, or entertainment for close family members of Government Officials. Close family members include parents, siblings, spouses or partners, children, grandparents, grandchildren, similar step-relatives and in-laws, and other individuals who reside in the same household.

- **Prohibition on Cash.** Covered Persons may never offer or provide cash or cash equivalents to anyone.
- **Business Courtesies Over USD \$100.** All Business Courtesies given and received with an estimated equivalent value of USD \$100 or more must be pre-approved by the Legal Department (legal@mynd.ai), in writing, prior to the Business Courtesy being given or accepted.
- **Travel and Accommodations.** All travel and accommodations offered and provided to third parties must be pre-approved by the Legal Department (legal@mynd.ai) , in writing, prior to booking. Such travel must be in connection with legitimate business activities and is subject to the same principles found in the Company’s Business Travel and Expense Policy.

6. High-Risk Business Partners

Mynd.ai is committed to selecting Business Partners based on their qualifications to address bona fide business needs. Mynd.ai takes additional precautions with High-Risk Business Partners.

6.1 Due Diligence

Mynd.ai performs risk-based anti-corruption due diligence prior to engaging or re-engaging High-Risk Business Partners. It is Mynd.ai’s policy to monitor these relationships, renew due diligence periodically, and maintain current and complete documentation concerning the relationship. High-Risk Business Partners may be required to certify their continued compliance with applicable anti-corruption laws and Mynd.ai’s anti-corruption requirements and participate in anti-corruption training when requested.

6.2 Engagement and Payment

High-Risk Business Partners must be engaged pursuant to written agreements that describe in reasonable detail the services to be performed and the compensation to be provided. Such

agreements must contain anti-corruption provisions, including audit and termination rights, where appropriate. The agreement must be executed prior to services being performed.

Payments to High-Risk Business Partners may only be made: (1) pursuant to the terms of written agreements; (2) upon receipt of adequate supporting documentation for such payments or expenses; and (3) only to a bank account held in the Business Partner's name at a legitimate financial institution situated in the jurisdiction in which the Business Partner is based. No payment to any High-Risk Business Partner shall be made: (1) in cash; (2) with corporate checks payable to "cash," "bearer," or third-party designees of the party entitled to payment; (3) to an account outside the recipient's country of residency; or (4) any other third-party other than the Business Partner.

Accounting records (including expense reports) must contain sufficient detail so that the purpose of the payment is clear, and the transaction is accurately recorded.

7. Mergers And Acquisitions

Mynd.ai conducts risk-based anti-corruption due diligence on prospective joint venture partners and merger and/or acquisition targets. Mynd.ai shall determine and conduct or secure the appropriate risk-based anti-corruption due diligence for each proposed transaction.

8. Charitable Donations, Grants, And Sponsorships

All charitable donations, grants, and sponsorships made by or on behalf of Mynd.ai must be pre-approved by the Legal Department (legal@mynd.ai) in writing. These transactions must be transparent, documented, and appropriately recorded in Mynd.ai's books and records. This requirement does not apply to the donation of time and services that Covered Persons are permitted to take as part of the volunteer days approved by the Company.

Covered Persons may not give, offer, promise, provide, or authorize any charitable donation, grant, or sponsorship at the request or for the benefit of a Government Official to obtain any improper benefit.

9. Political Donations

All political donations made on behalf of Mynd.ai, including allowing the use of Mynd.ai facilities by politicians, political parties, or candidates, must be pre-approved in writing by the Legal Department (legal@mynd.ai). The Legal Department will review the request and, if appropriate, elevate the request to the Board for approval. Covered Persons may not use personal funds to make political contributions in Mynd.ai's name or to obtain improper business or business advantage for Mynd.ai.

10. Conflicts Of Interest

Requirement to Disclose All Actual or Potential Conflicts. Mynd.ai must avoid conflicts of interest in all settings. A conflict of interest may arise when a Covered Person has an outside interest, duty, responsibility, or obligation that conflicts with the interests of Mynd.ai; or when a Covered Person has a personal or close familial relationship that could be seen as interfering with their responsibility to Mynd.ai. Conflicts of interest may also arise when a Government Official has a relationship with Mynd.ai or its Covered Persons that could be seen as interfering with his or her ability to act without bias or improper influence. All actual or potential conflicts of interest must be disclosed to the Legal Department (legal@mynd.ai) If a Covered Person learns of new information that creates an actual or potential conflict of interest, it is the Covered Person's responsibility to promptly disclose that information to the Legal Department (legal@mynd.ai).

Employment Offers or Engagements Associated with Government Officials. Mynd.ai may not offer employment, including full- or part-time positions or internships, to anyone as a means of improperly obtaining business or business advantages. Mynd.ai makes hiring decisions based on applicants' qualifications, experience, and skills.

In general, Mynd.ai discourages hiring Government Officials, their close family members, or associates as Covered Persons or engaging with them as Business Partners. Mynd.ai recognizes that in certain circumstances it may be appropriate to hire or engage individuals or entities associated with Government Officials if they possess the necessary qualifications. Such actions must be pre-approved by the Legal Department (legal@mynd.ai) before hiring or engagement.

11. Facilitating Payments

Mynd.ai prohibits making facilitating payments. Facilitating payments are small payments made to a Government Official to expedite a routine or common government task that the official is otherwise required to undertake even if the payment were not made, such as issuing permits or licenses. Prohibited facilitating payments may include payments to improperly expedite routine government actions, such as: (1) obtaining permits, licenses, or visas; (2) obtaining police protection; (3) receiving telephone, utility, or mail services; or (4) loading, unloading, or inspecting cargo, or clearing customs.

12. Personal Safety Payments

The safety and security of our Covered Persons is paramount. In certain limited circumstances, Mynd.ai permits Covered Persons to make payments to avoid physical harm. Covered Persons must report making a personal safety payment to the Legal Department at legal@mynd.ai and Finance Department at OfficeOfTheCFO@mynd.ai as soon as possible after the danger has

passed. Covered Persons must also provide written records of the amount, means of payment, recipient(s), and circumstances regarding the personal safety payment.

13. Training And Certification

Covered Persons must complete periodic training and certification on this Policy.

14. Reporting Violations and Non-Retaliation Policy

Covered Persons must report known or suspected violations of this Policy, Mynd.ai's Code of Business Conduct, or any law, regulation, or other Mynd.ai policy, to their manager or supervisor, the Legal Department (legal@mynd.ai), through Mynd.ai's Whistle-Blower portal/system, or as otherwise provided in Mynd.ai's Code of Business Conduct and Whistle-Blower Policy. See the Code of Business Conduct and Whistle-Blower Policy at www.mynd.ai.com under the Governance Documents tab or at <https://www.prometheanworld.com/legal/social-environmental>. Any suspected or known violations can be reported through the Whistle-Blower Hotline found at www.mynd.ai.com. Reports may be made confidentially and anonymously, where permitted by law. Failure to report a potential compliance issue can result in discipline, up to and including termination of employment.

Mynd.ai prohibits retaliation or attempted retaliation against Covered Persons who make a good faith report of a known or suspected compliance or legal issue and/or those who cooperate with investigations in such issues.

For more information, see Mynd.ai's Whistle-Blower Policy at www.mynd.ai.com.

15. Accounting Requirements

This Policy and related policies and procedures have been designed to ensure that payments may occur only with appropriate authorization and supporting documentation. All payments provided, and transactions made, in accordance with this Policy and related policies and procedures must be timely and accurately recorded and include reasonable detail. Such transactions are periodically reviewed to identify and correct any accounting discrepancies, errors, and omissions.

All expenses related to third parties and payments to third parties must be documented and tracked. Payments must be supported by appropriate documentation, including itemized receipts, invoices, and written approvals, if applicable. Documentation must sufficiently describe the nature of the expense or services performed.

16. Auditing

All documentation required by this Policy must be maintained in accordance with Mynd.ai's record retention policies and procedures unless any applicable laws and regulations or other internal policies require a longer retention period.

Compliance with this Policy, including required documentation, may be monitored and audited.

Revision History

Version	Effective Date	Approved By	Notes (e.g., description of changes)
1.0	December 13, 2023	Mynd.ai Board of Directors	
2.0	March 19, 2024	General Counsel	Section 14 - removed reference to "SafeCall" (changed 3 rd party provider)
3.0	January 6, 2024	General Counsel	Updated Section 14 with references to URLs