

Policy for the Prevention of Corruption and Related Offences

Object, scope and definitions

jp.group conducts its business in accordance with high standards of responsibility and professional ethics, based on the principles outlined in its Code of Ethics and Conduct.

1. Object

The present Policy aims to implement the principles of action and the duties outlined in the jp.group Code of Ethics and Conduct in relation to professional ethics and the prevention of corruption and related offences. The present Policy must be read in conjunction with the Code of Ethics and Conduct and the Whistleblowing Policy Reports of jp.group available [HERE](#) to all interested parties.

2. Scope of application

2.1. This Policy applies to all companies that make up jp.group and the respective / employees, irrespective of contractual relationship, function or country where professional duties are fulfilled.

2.2. In all countries where the applicable legal and regulatory standards are less restrictive than those adopted by jp.group, the rules established in this Policy shall prevail, to the extent permitted by the relevant legal systems.

2.3. Practices more restrictive than those outlined in this Policy may be implemented in countries where such measures are imperative under the applicable law.

3. Definitions

For the purposes of interpretation and application of this Policy, the following definitions shall apply:

a) jp.group: the group of companies owned and held, directly and/or indirectly, by JP Holding Services, S.A.;

b) Management: Person or group of persons who lead and control the organisation at the highest level;

c) Employees: members of the governing bodies, managers, workers and trainees;

d) Code of Ethics and Conduct: a document that outlines a series of principles that govern the activity of the companies that comprise jp.group, as well as a set of ethical and deontological rules to be observed by the members of the Governing Bodies and Employees in their relationships with Customers, Suppliers and other Stakeholders. It is also intended for third parties contracted or acting on behalf of jp.group companies, particularly in situations where the actions of the former could lead to accountability for the latter;

e) Corruption: Offering, promising, giving, accepting or soliciting a non-due advantage of any value (financial or non-financial), directly or indirectly, regardless of the place(s) where it occurs and in violation of applicable laws, intended to incite or reward a person for an action or omission within the framework of the functions or responsibilities performed or assumed by that person;

f) Related offences: the crimes of undue receipt and offering of advantages, misappropriation, economic participation in business, extortion, abuse of power, prevarication, influence peddling, money laundering or fraud in obtaining or diverting subsidies, grants or credit;

g) Unlawful act: any intentional or negligent act or omission, voluntary or involuntary, that violates any imperative legal provision;

h) Third party: any natural or legal person not employed by jp.group that participates in activities promoted by the Group, or has a commercial or similar relationship with the latter, as a service provider, consultant or supplier of goods or services, directly or indirectly;

i) Internal whistleblowing channel: an internal digital platform provided for the submission of reports concerning the commission of unlawful acts or violations of the principles and values or jp.group, in a confidential or anonymous manner, ensuring the highest standards of information security, such as to allow the investigation and sanctioning of such acts, if justified;

j) Report: a situation raised by a whistleblower concerning a suspected or actual criminal conduct, unethical behaviour or any other misconduct by jp.group, or any of its employees, that leads or may lead to a violation of the Code of Ethics and Conduct, any regulations, work instructions and other internal regulations of jp.group, and/or any legally binding law or regulation;

k) Whistleblower: any individual who reports or publicly discloses information about violations, obtained in a professional context;

l) Business partner entity: External entity with which the organisation has, or expects to establish, some form of business relationship;

m) Stakeholder A person or organisation that can affect, be affected by, or consider themselves as being affected by a decision or activity.

n) Gifts and Offerings: gratuities, gratifications, tokens, presents, benefits, offerings, payment of expenses, entertainment, acts of hospitality or participation in events.

ANTI-CORRUPTION MEASURES

4. Regulatory compliance programme

O jp.group adotou um sistema de gestão anticorrupção implementado de acordo com a NP ISO 37001, que associado ao “Programa de Cumprimento Normativo” (“PCN”) em conformidade com o Regime Geral de Prevenção da Corrupção, visam prevenir, detetar e sancionar atos de Corrupção e Infrações Conexas, composto pelos seguintes elementos:

- a) a plan for the prevention of the risks of corruption and related offences;
- b) an Anti-Corruption Policy (“Anti-Corruption Policy” or “Policy”);
- c) an internal training program;
- d) a whistleblowing channel and the respective Whistleblowing Policy.

5. Compliance officer

The Compliance Officer who combines the functions of Regulatory Compliance Officer and Anti-Corruption Compliance Officer is appointed by the Board of Directors, ensures the execution of the Regulatory Compliance Programme and compliance with the requirements of the NP ISO 37001 standard, and is responsible for assessing the quality and effectiveness of the control and monitoring systems and procedures implemented to comply with this Policy. The RCO carries out the respective duties independently, with decision-making autonomy, having access to internal information and the technical and human resources necessary for the performance of their role.

6. Prevention of corruption and related offences – rules of conduct and action

6.1 jp.group vehemently condemns any practice construed as corruption or a related offence, active or passive, as well as other forms of undue influence or unlawful conduct. The Group enforces strict compliance with these principles in all its internal and external relationships, whether with private or public entities.

6.2. All jp.group employees are required to comply with the applicable national and international regulations for combating Corruption and Related Offences. Any behaviours that could be construed as the commission of a crime of corruption or a related offence, as defined by law, are expressly prohibited

6.3. The anti-corruption management process and all anti-corruption practices are based on a PDCA (plan, do, check, act) cycle that aims at continuous improvement and the involvement of stakeholders and business partners.

6.4. In its operations:

6.4.1. jp.group does not allow its employees, in the exercise of their professional duties or as a result thereof, to accept, request, promise or offer professional courtesies, except as outlined in the “GIFTS AND OFFERINGS” section.

Only contributions related to the business, partners or potential partners are acceptable. It is not licit to accept or request any personal gains in exchange for money, material goods or other personal benefits.

The Managers and employees of jp.group should refrain from receiving from third parties, of offering to third parties, any type of gratifications, gifts or advantages that go beyond mere courtesy or exceeds the amount of 100 euros.

In case of doubt concerning the acceptability of a given receipt or offering, employees should consult the Management.

All gifts, gratifications or advantages exceeding the specified amount must be returned to the person or entity that provided them.

Regardless of the value and/or acceptance, gratuities, offers or advantages must be duly informed to the Compliance Officer and recorded by him in a specific register. Exceptions to this duty of disclosure and registration are “meals”, which are handled in accordance with the jp.group Invitations and Events Procedure, and “commercial samples”, which are considered to be commercial product samples for testing or demonstration. All expenses incurred in relation to “commercial samples” must be recorded in jp.group’s accounting records in a sufficiently detailed and complete manner, in accordance with the applicable procedures and the specific case. Any gifts, gratuities, or advantages offered to third parties on behalf of jp.group that may exceed the defined threshold must be discussed with the Board of Directors, and they must also be reported to the Compliance Officer, who will record them in a separate register before they are provided to the third party.

6.4.2. Regarding “INVITATIONS AND EVENTS”, jp.group employees should consider the provisions included in the Invitations and Events Procedure of jp.group, which can be consulted [HERE](#);

6.4.3. The provisions on “LOBYING” outlined in Code of Ethics and Conduct apply to political donations or contributions in relationships with political parties, governments, public entities, officials, political office holders and senior public office holders.

6.4.4. jp.group employees are not allowed to negotiate on their own behalf or in competition with the Group, in addition to being prohibited from obtaining personal benefits, advantages or favours in connection with the position held or duties performed, in accordance with the provisions on “CONFLICTS OF INTEREST” outlined in the Code of Ethics and Conduct.

6.4.5. jp.group should ensure that all suppliers, service providers, agents, consultants, intermediaries and any other persons with whom business relationships are established share the Group’s ethical principles, as described in the Code of Ethics and Conduct of jp.group, and that they comply with the applicable national and international provisions on the prevention of corruption.

6.4.6. The following criteria apply to the “CONTRACTING OF THIRD PARTIES”:

6.4.6.1. A legitimate need for the services or goods to be purchased must exist;

6.4.6.2. The price charged for services and/or goods should align with the market value, unless a valid reason for deviation exists;

6.4.6.3. The Third Party should be considered adequate in terms of their degree of exposure to the risk of corruption;

6.4.6.4. Every effort should be undertaken to include an anti-corruption clause or agreement in the contracts to be concluded, namely by attaching our internal Code of Ethics and Conduct for Suppliers. Additionally, a copy of this Policy should be sent or handed to existing suppliers and service providers.

6.5. jp.group should consider the following risk indicators (Red Flags) when assessing the degree of exposure of a Third Party to the risk of corruption:

6.5.1. The transaction/business in question involves a country with a known reputation for corrupt payments;

6.5.2. The Third Party has a close family, personal or professional relationship with officials (national, foreign or from international organisations), holders of political office (national or foreign) or senior public office holders;

6.5.3. The Third Party opposes the inclusion of anti-corruption clauses in the contracts to be concluded with jp.group;

6.5.4. The Third Party requests unusual contractual conditions or payment arrangements that raise doubts, under the applicable local legislation, such as cash payments in instalments, payments in foreign currency or payments in high-risk countries;

6.5.5. The Third Party is recommended by a public official with the authority to make a decision (or who can influence decision-making) upon which the viability or execution of the transaction/business in question depends;

6.5.6. The commission/remuneration of the Third Party, if applicable, exceeds fair and reasonable payment for the service to be provided.

6.6. All payments to Third Parties should be made as follows, in order to ensure transparency:

6.6.1. In accordance with the policies and procedures of jp.group and in compliance with applicable local legislation;

6.6.2. In accordance with the established payment systems and recorded in compliance with adequate accounting guidelines;

6.6.3. In accordance with the contracts signed between the parties.

7. Information privacy, confidentiality and integrity

The jp.group Privacy Policy, accessible [HERE](#), applies to all matters concerning information privacy, confidentiality and integrity.

At jp.group, we regard confidential information as one of our most valuable assets, which is why we deem its protection a priority.

Misuse or disclosure of sensitive or confidential information can result in serious losses or damages to our companies, business partners, suppliers, customers and employees.

jp.group is committed to making every effort to ensure the security and integrity of confidential information.

jp.group commits to processing the personal data of all stakeholders lawfully, fairly and transparently, for explicit and legitimate purposes, in an adequate, relevant and limited manner. The Group will retain such data only for the necessary period, ensuring their security and accuracy under the terms of the General Data Protection Regulation and the management system in place.

Information privacy, confidentiality and integrity must be ensured. Critical information encompasses areas as relevant as financial, human resources, technologies, technical specifications, processes, strategic and commercial plans, future products and services, contracts, mergers and acquisitions, trade secrets, economic and financial results, technical specifications, patent applications, prices and the use of our products, among others.

jp.group is committed to protecting and safeguarding the integrity and accuracy of information, ensuring the precision of processing methods and preserving the integrity of the respective media (systems, infrastructures or other assets), as well as fulfilling the duties of confidentiality, upholding information privacy and complying with data protection laws. Moreover, jp.group abstains from transmitting the data to which it has access to unauthorised third parties, in addition to refraining from processing personal information in any manner deemed inconsistent with the purposes for which such data were originally collected, unless duly authorised.

7.1. Information privacy

Protecting the privacy of stakeholders and their personal data represents a fundamental commitment for all jp.group companies. Privacy pertains to personal data – i.e. data that allow the identification or characterisation of individual clients, employees or other persons. Personal data include, among other items, the name, address, civil or tax identification number, telephone and/or mobile number and email address of a given individual, as well as traffic data (e.g. origin, destination, route, date, type, time, size and duration of the services used), location data (any data indicating the geographical location of the terminal equipment and the user of the communications network) and content data (e.g. written messages and television content).

Protected or confidential information, hereinafter referred to as “Information”, shall be globally understood as all information that, irrespective of the medium used, includes but is not limited to the following:

- a)** Unpublished works of any kind, particularly graphic, written or audio works;
- b)** Unpublished compilations and informative selections;
- c)** Financial documentation;
- d)** Know-how, technological data, methods, formulas, demonstrations, samples or studies;
- e)** Computer programs or programming blocks in the form of source code or object code;
- f)** Commercial documents, namely customer lists;
- g)** Reports, drafts, memos;
- h)** Any intellectual assets, as a series of all and any results of research, whether or not protected by any industrial property rights.

jp.group ensures the protection of the personal data of its employees, shareholders, customers, suppliers, service providers, counterparties, business partners, competitors and other people who may affect or be affected by the activities, products or services of jp.group companies.

“Personal data” means information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifiers or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Customer data includes databases, access passwords, email addresses, local and remote access to programs and equipment, authentication processes and files and/or any other information disclosed, by any means, in the aforementioned context.

7.2. Information confidentiality:

Confidential information shall be understood as information that is the property of and holds value for the company if:

- a)** Kept in secrecy; or
- b)** Shared under confidentiality conditions defined by the company.

It represents information that, if used by competitors, could harm the company and grant them an unfair advantage.

Although intellectual property rights are protected by law, a substantial amount of company information, not covered by these laws, can only be safeguarded through confidentiality.

7.3. Information integrity

Information integrity exists when:

- a)** No modifications are made to the information or the respective supporting resources (systems, platforms, infrastructures, other assets) by unauthorised persons or processes;
- b)** No unauthorised modifications are made by authorised persons or processes;
- c)** Data are internally and externally consistent (e.g. internal information aligns with the external situation).

With regard to the use of information, jp.group employees are required to:

- Preserve the integrity of information.
- Respect information privacy rights.
- Refrain from sharing confidential information owned by previous employers with jp.group.
- Refrain from sharing confidential information with people external to jp.group, including family and friends.
- Discussions about confidential information in public spaces where it might be overheard by third parties.
- Precautions to avoid leaving confidential information in locations accessible to third parties.
- Refrain from copying confidential information to computers or systems not owned by jp.group.
- Ensure the protection of confidential information at all stages of the respective management cycle: creation, collection, storage, use, transmission and elimination.
- Decline access to any information that meets at least one of the following requirements:

- a) Is confidential,
- b) Was obtained through illegal, unlawful or unethical means,
- c) Violates any rule or principle of this Code.

Report any actual or suspected unauthorised access to jp.group systems and information.

MONITORING

8. Monitoring and control

8.1. jp.group maintains an internal control system designed to ensure regulatory compliance. This system should be tailored to align with the specific risks of corruption and related offences associated with the business activities of each company within the jp.group.

8.2. The Management of jp.group is responsible for promoting the implementation of adequate procedures and control systems to monitor compliance with this Policy, as well as any other legal or complementary rules approved and implemented within jp.group for the purpose of preventing corruption and related offences.

9. Training

In order to ensure that employees are familiar with and understand the rules outlined in this Policy, jp.group will periodically organise training sessions on the prevention of corruption, conducted by individuals with adequate technical.

10. Internal whistleblowing channel

10.1. The jp.group has an Internal Whistleblowing Channel and follows up on reports of corruption and related offences, in accordance with the provisions of the legislation that implements Directive (EU) 2019/1937 of the European Parliament and of the Council, of 23 October 2019, regarding the protection of individuals who report breaches of Union law.

10.2. All employees who may have knowledge or a reasonable suspicion of situations of non-compliance with the provisions outlined in this Policy or other legal requirements, or actions contrary to the values of jp.group, should report these situations through the internal whistleblowing channel, available at <https://report.whistleb.com/en/jphs>.

10.2. The procedure established in the Whistleblowing Policy, accessible [HERE](#), applies to the receipt and forwarding of reports.

11. Prohibition of retaliation

11.1. Any individual who, in good faith, reports any practices that could be considered a violation of this Policy, other internal policies or regulations, or legal provisions, will not be subject to retaliation, reprimand or any unfavourable or discriminatory acts by jp.group or its employees.

11.2. Any jp.group employee who believes to be the victim of any act that could be construed as retaliation, as a result of a previous report, should use the internal whistleblowing channel to report this situation, such as to allow for its prompt resolution.

12. Top management's responsibility

12.1. The Management of jp.group is responsible for approving all necessary measures for the implementation of this Policy, in accordance with applicable local law.

12.2. Through its Management, jp.group will ensure compliance with this Policy, as well as the respective monitoring, namely by providing the necessary material and human resources and mechanisms for the following purposes:

12.2.1. Monitoring the suitability, sufficiency and timeliness of the Policy and the respective procedures and controls;

12.2.2. Defining, monitoring and evaluating the internal training policy of jp.group;

12.2.3. Processing and monitoring complaints and reports of irregularities and violations of this Policy.

FINAL PROVISIONS

13. Non-compliance

13.1. Failure to comply with this Policy, the Code of Ethics and Conduct, and/or any other jp.group policy, regulation, work instruction, or internal rule will be considered a serious violation, such breaches may lead to the application of disciplinary sanctions and/or other legally applicable against the employees concerned.

13.2. Failure to comply with this Policy, the Code of Ethics and Conduct and/or any other policy, regulation, work instruction and other internal norms of jp.group may also result in administrative, civil or criminal liability for the offenders, leading to the application of criminal sanctions and civil compensation, as well as ancillary sanctions.

13.3 The disciplinary sanctions that may be applied, under the law, in the event of non-compliance with the rules outlined in this Policy, as well as the criminal sanctions associated with acts of corruption and related offences, are identified in Annex I.

14. Publication and effectiveness

This Policy shall come into effect immediately after its approval and will be reviewed every 3 (three) years, or whenever justified. The Policy will be published on jp.hub and the official website of jp.group within 10 (ten) days of the respective implementation and/or revision.

ANNEX I

a) Disciplinary Sanctions provided for in Law no. 7/2009, of 12 February, in its current wording, which approves the revision of the Labour Code, namely Article 328:

Article 328.º

Disciplinary sanctions

1. The employer may apply the following sanctions in the exercise of disciplinary power:

- a)** Verbal warning;
- b)** Written warning;
- c)** Monetary fine;
- d)** Loss of holiday days;
- e)** Suspension from work with loss of pay and seniority;
- f)** Dismissal without severance or compensation.

2. Other disciplinary sanctions may be established in the collective bargaining agreement, provided that the rights and guarantees of the worker are not affected.

3. The application of sanctions must respect the following limits:

- a)** Monetary sanctions imposed on a worker for offences committed on the same day cannot exceed one third of the daily remuneration and, in each calendar year, the remuneration corresponding to 30 days;
- b)** The loss of holiday days cannot jeopardise the enjoyment of 20 working days;
- c)** Suspension from work cannot exceed 30 days for each offence and a total of 90 days in each calendar year.

4. Whenever justified by special working conditions, the limits established in subparagraphs a) and c) of the previous paragraph may be increased up to two-fold through a collective bargaining agreement.

5. A sanction may be aggravated through its disclosure within the company.

6. Violation of the provisions included in paragraphs 3 or 4 constitutes a serious administrative offence.

- b)** Criminal Sanctions concerning the corruption and related offences provided for in Decree-Law no. 48/1995, of 15 March, which approves the Penal Code, in its current wording, and in specific legislation:

Article 223.º

Extortion

1. Any individual who coerces another person, by means of violence or threat of serious harm, to dispose of their property in a way that causes losses to the individual in question or others, for the purpose of obtaining unlawful enrichment for themselves or any third party, shall be punished with a term of imprisonment of up to 5 years.

2. Should the threat involve the disclosure, through the media, of any facts that could cause serious harm to the reputation of the victim or another individual, the perpetrator shall be punished with a term of imprisonment of 6 months to 5 years.

3. If the requirements outlined in the following are met:

- a)** Article 204, paragraph 2, subparagraph **a)**, **f)** or **g)**, or Article 210, paragraph 2, subparagraph **a)**, the perpetrator shall be punished with a term of imprisonment of 3 to 15 years;
- b)** Article 210, paragraph 3, the perpetrator shall be punished with a term of imprisonment of 8 to 16 years.

4. The perpetrator shall be punished with a term of imprisonment of up to 3 years, or a fine of up to 240 days, if they obtain any document that may lead to criminal proceedings as a guarantee of debt, by abusing the vulnerable situation of another individual.

Article 335.º

Influence peddling

1. Any individual who, directly or through an intermediary, with their consent or acceptance, requests or accepts material or non-material advantages, or the promise thereof, for themselves or a third party, in exchange for the abuse of their actual or supposed influence on any national or foreign public entity, shall be punished:

a) With a term of imprisonment of 1 to 5 years, unless a more severe penalty is applicable under another legal provision, should the purpose be to obtain an unlawfully favourable decision;

b) With a term of imprisonment of up to 3 years, or a fine, unless a more severe penalty is applicable under another legal provision, should the purpose be to obtain a lawfully favourable decision.

2. Any individual who, directly or through an intermediary, with their consent or acceptance, offers or promises material or non-material advantages to any the individuals or entities mentioned in the previous paragraph:

a) For the purposes specified in subparagraph a), shall be punished with a term of imprisonment of up to 3 years, or a fine;

b) For the purposes specified in subparagraph b), shall be punished with a term of imprisonment of up to 2 years, or a fine of up to 240 days.

3. Attempts are punishable.

4. The provisions included in Article 374-B shall apply accordingly.

Article 363.º

Bribery

Any individual who persuades or attempts to persuade another individual to commit the acts provided for in Article 359 or Article 360, in exchange for material or non-material advantages, or the promise thereof, without such acts being actually committed, shall be punished with a term of imprisonment of up to 2 years, or a fine of up to 240 days, unless a more severe penalty is applicable under another legal provision.

Article 368.º-A

Money laundering

1. For the purposes outlined in the following paragraphs, advantages are defined as any assets derived from the commission, in any form of participation, of typical unlawful acts punishable with a minimum term of imprisonment exceeding 6 months, or a maximum term exceeding 5 years, or through engagement in the following typical unlawful acts, irrespective of the applicable penalties:

- a)** Procuring, sexual abuse of children or dependent minors, or child pornography;
- b)** Computer and communications fraud, extortion, misuse of a warranty card or payment card, device or data, counterfeiting of currency or similar securities, devaluation of metal currency or similar securities, circulation of counterfeit currency or similar securities in collaboration with a counterfeiter, circulation of counterfeit currency or similar securities, or acquisition of counterfeit currency or similar securities for circulation purposes;
- c)** Computer fraud, counterfeiting of cards or other payment devices, use of counterfeit cards or other payment devices, acquisition of counterfeit cards or other payment devices, preparatory acts for counterfeiting, acquisition of cards or other payment devices obtained through computer crime, damage to programs or other computer data, computer sabotage, unauthorised access, interception or reproduction of protected programs;
- d)** Criminal association;
- e)** Terrorism;
- f)** Trafficking of drugs and psychotropic substances;
- g)** Arms trafficking;
- h)** Human trafficking, aiding illegal immigration or trafficking of human organs or tissues;
- i)** Offences against nature, pollution, endangerment of the environment, animals or plants;
- j)** Tax fraud or fraud against social security;
- k)** Influence peddling, undue receipt of advantages, corruption, misappropriation, economic participation in business, harmful administration in a public sector economic unit, fraud in obtaining or diverting subsidies, grants or credit, or corruption resulting in losses for international trade or the private sector;
- l)** Insider trading or market manipulation;
- m)** Infringement of patent exclusivity, utility models or semiconductor product topography, infringement of exclusive rights related to designs or models, counterfeiting, imitation or illegal use of trademarks, sale or concealment of products, or fraud concerning goods.

2. Any gains obtained through the assets mentioned in the previous paragraph shall also be considered advantages.

3. Any individual who converts, transfers, aids or facilitates any operation of conversion or transfer of advantages, obtained by themselves or a third party, directly or indirectly, for the purpose of concealing their illicit origin, or preventing the perpetrator or participant in such offences from being criminally prosecuted or subjected to criminal proceedings, shall be punished with a term of imprisonment of up to 12 years.

4. The same penalty shall apply to any individual who conceals or disguises the true nature, origin, location, disposition, movement or ownership of advantages, or the rights relating thereto.

5. The same penalty shall also apply to any individual who, despite not being the perpetrator of the typical unlawful act from which the advantages originate, acquires, holds or uses the advantages in question, with full knowledge of their origin at the time of acquisition or at the initial time of holding or use.

6. The crimes provided for in paragraphs 3 to 5 shall be punished even if the location of commission of the typical unlawful acts from which the advantages arise or the identity of the perpetrators is unknown, or even if such acts have been committed outside the national territory, except in cases where the acts are lawful at the location of commission and not subject to Portuguese law, under the terms of Article 5.

7. The act is punishable even if the criminal proceedings related to the typical unlawful acts from which the advantages arise depend on a complaint, and such a complaint has not been filed.

8. The penalty provided for in paragraphs 3 to 5 shall be increased by one third if the perpetrator engages in the conduct in question on a regular basis, or is one of the entities specified in Article 3 or Article 4 of Law no. 83/2017, of 18 August, and the offence was committed in the exercise of their professional activities.

9. The penalty shall be significantly mitigated if full compensation for the losses suffered by the victim, resulting from the typical unlawful act from which the advantages arose, is provided, without causing any illegitimate losses to any third party, by the start of the trial hearing at first instance.

10. If the requirements specified in the previous paragraph are met, the penalty may be significantly mitigated in case of partial compensation.

11. The penalty may be significantly mitigated if the perpetrator actively assists with the collection of decisive evidence for the identification or capture of the individuals responsible for the typical unlawful acts from which the advantages arose.

12. The penalty imposed under the conditions described in the preceding paragraphs cannot exceed the maximum limit of the highest penalty applicable to the typical unlawful acts from which the advantages arose.

Under the terms of the criminal liability regime applicable to crimes of corruption committed in international trade and private activity, as approved by Law no. 20/2008, of 21 April, in the current wording.

Article 8.º

Passive corruption in the private sector

1. Any private sector employee who, directly or through an intermediary, with their consent or acceptance, requests or accepts an undue material or non-material advantage, or the promise thereof, in exchange for an act or omission that constitutes a violation of their professional duties, shall be punished with a term of imprisonment of up to 5 years, or a fine of up to 600 days.
2. Should the act or omission described in the previous paragraph be likely to cause a distortion of competition, or material losses to any third party, the perpetrator shall be punished with a term of imprisonment of 1 to 8 years.

Article 9.º

Active corruption in the private sector

1. Any person who, directly or through an intermediary, with their consent or acceptance, offers or promises an undue material or non-material advantage to any of the individuals mentioned in the previous article, or to a third party with the knowledge of the latter, shall be punished with a term of imprisonment of up to 3 years, or a fine.
2. Should the conduct described in the previous paragraph be intended to obtain or likely to cause a distortion of competition, or material losses to any third party, the perpetrator shall be punished with a term of imprisonment of up to 5 years, or a fine of up to 600 days.
3. Attempts are punishable.