

**Benevolent<sup>AI</sup>**

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**INSIDER TRADING POLICY**

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1. INTRODUCTION

1.1 This insider trading policy (the “**Policy**”) aims to promote compliance with the relevant obligations and restrictions under applicable securities laws, including the MAR. The MAR sets out obligations for BenevolentAI (the “**Company**” unless the context requires otherwise), its subsidiaries and its Employees with respect to the ownership of, and transactions in, Company Securities. The MAR also requires the Company to keep a list of persons who, on a regular or incidental basis, may have Inside Information.

1.2 This Policy contains specific rules for (i) Employees; (ii) incidental Insiders; (iii) permanent Insiders; and (iv) Directors. In any event, each member of the Board of Directors and executive committee, if any, qualifies as a “Director”.



1.3 You are an “Insider” if the Compliance Officer has designated you as such. The Compliance Officer will do so if you have access to Inside Information on a permanent basis, in which case you will be a “permanent Insider”, or if you have temporary access to Inside Information in connection with a project or matter you are working on, in which case you will be an “incidental Insider”. The obligations in this Policy apply to you as long as you are an Insider and are included on the Insider List. All persons that are employed by the Group that do not qualify as an Insider or a Director, should comply with the rules that apply to Employees.

1.4 The following table summarises which obligations apply to Employees, Insiders and Directors. The obligations are further set out in this Policy and should be carefully read by each Employee.

	Employees	Insiders	Directors
<b>Prohibition on insider trading</b>	X	X	X
<b>Closed Periods applicable</b>		X	X
<b>Included on Insider List</b>		X	X
<b>Internal Notification obligation</b>		X	X
<b>External (CSSF) Notification obligation</b>			X
<b>Sign declaration of agreement</b>			X

1.5 Each Employee is responsible for compliance with this Policy, but in case of questions you may address such questions to the Compliance Officer. However, Employees remain responsible for compliance with this Policy and applicable law, and should obtain their own legal advice if required or appropriate.

## 2. OBLIGATIONS FOR EMPLOYEES

2.1 Employees who have Inside Information are prohibited from Trading in Company Securities until that Inside Information is made public or otherwise ceases to be Inside Information, unless an exemption applies in accordance with the MAR or this Policy.

2.2 Employees who have Inside Information are prohibited from recommending or inducing third parties to Trade in Company Securities until that Inside Information is made public or otherwise ceases to be Inside Information.

2.3 Employees are prohibited from unlawfully disclosing Inside Information to a third party, unless the disclosure is made in the normal exercise of employment, profession or duties.

## 3. OBLIGATION FOR DIRECTORS

3.1 Directors are prohibited from Trading during Closed Periods, unless they act in accordance with the conditions set out in Schedule 5.

3.2 Outside Closed Periods, Directors are allowed to Trade once they have received clearance from the Compliance Officer in accordance with the terms set out in Schedule 6, unless they have Inside Information. Exemptions to this prohibition are allowed in accordance with paragraph 6 of this Policy.

3.3 The Compliance Officer can from time to time determine that Directors are prohibited from Trading if this is necessary in order to avoid the appearance of market abuse.

3.4 The prohibitions set out in this Policy remain applicable to Directors during the six-month period after the termination of their appointment.

3.5 Directors must send a signed copy of the '*Declaration of agreement with the Insider Trading Policy*', attached as Schedule 1 to this Policy, to the Compliance Officer within two weeks of commencement of their position as Director.

3.6 Prior to making a Trade, Directors and their Affiliated Persons must request clearance from the Compliance Officer in accordance with the terms set out in Schedule 6 using the form in 0.

3.7 Directors and their Affiliated Persons must report each Trade conducted for their own account to the Compliance Officer no later than the first business day following the date of such Trade in accordance with the terms set out in Schedule 6 using the form in Schedule 8.

3.8 Directors and their Affiliated Persons must report to the CSSF all Trades within three business days after the date on which the total amount of the Trades concerned has reached a relevant notification threshold prescribed by applicable law, in accordance with the terms set out in Schedule 6.

**4. OBLIGATIONS FOR INSIDERS, NOT BEING DIRECTORS**

- 4.1 Insiders are prohibited from Trading during Closed Periods, unless they act in accordance with the conditions set out in Schedule 5.
- 4.2 Outside Closed Periods, Insiders are allowed to Trade unless they have Inside Information. Exemptions to this prohibition are allowed in accordance with paragraph 6 of this Policy.
- 4.3 The Compliance Officer can from time to time determine that Insiders are prohibited from Trading if this is necessary in order to avoid the appearance of market abuse.
- 4.4 The prohibitions set out in this Policy remain applicable to Insiders during the six-month period after the termination of their function.
- 4.5 Insiders must report to the Compliance Officer each Trade for their own account promptly and no later than three business days after the date of such Trade in accordance with the terms set out in Schedule 6 using the form in Schedule 8.

**5. CLOSED PERIODS**

- 5.1 The Compliance Officer is responsible for announcing which periods in a financial year are Closed Periods.
- 5.2 “Closed Periods” are:
  - (a) the period commencing 30 calendar days before the publication of an interim financial report or a year-end report, provided that the Compliance Officer may determine that this period must be longer if this is necessary to prevent market abuse or the appearance thereof; and
  - (b) such other periods as the Compliance Officer may designate for any Insider or Director or group of Insiders or Directors if necessary to prevent market abuse or the appearance thereof.

**6. TRADING PLANS AND INVESTMENT PROGRAMMES**

- 6.1 The Company can give clearance to allow Directors and Insiders to enter into, amend or cancel a Trading Plan or an Investment Programme outside a Closed Period.
- 6.2 After clearance has been given to enter into a Trading Plan or Investment Programme, purchases or sales of Company Securities under such a plan, and purchases of the Company’s shares under such a programme, do not require clearance (although they still require notification in accordance with Schedule 6).

**7. ACTING AS A TRUSTEE**

- 7.1 Where a Director or Insider acts as a trustee, dealing in Company Securities on behalf of the trust will not require clearance if the decision to deal was taken by the other trustees (or by the trust’s investment managers) independently of the Director or Insider.

7.2 The other trustees and the trust's investment managers can be assumed to have acted independently of the Director or Insider where the decision to deal was taken without consultation with, or other involvement of, the Director or Insider or was taken by a committee of which the Director or Insider was not a member.

## **8. EMPLOYEE SHARE PLANS AND EMPLOYEE SHARE AWARDS**

Schedule 9 contains guidance which may assist the Company in determining when dealings relating to employee share plans and employee share awards can be permitted.

## **9. EXEMPTIONS FOR DIRECTORS AND INSIDERS**

9.1 Directors and Insiders are allowed to Trade even when they possess Inside Information, if the Trade is carried out in the discharge of an obligation that has become due in good faith and is not carried out to circumvent the prohibition against insider trading, provided:

- (a) the obligation results from an order placed or an arrangement concluded before they possessed Inside Information or pre-approved by the Board of Directors; or
- (b) the Trade is carried out to satisfy a legal or regulatory obligation that arose before they possessed Inside Information.

9.2 Directors and Insiders are allowed to Trade within Closed Periods if this is done in accordance with the terms as set out in Schedule 5.

## **10. INSIDER LIST**

10.1 The Compliance Officer shall maintain for the Company and its subsidiaries:

- (a) a Permanent Insider List; and
- (b) Project Insider Lists, as and when required.

10.2 An Insider will only be added to the Permanent Insider List if they have access at all times to all Inside Information (that is, they will always have access to all Inside Information immediately). If a person is included on the Permanent Insider List, he/she will not be included on any Project Insider List.

10.3 Certain Personal Data of Insiders must be recorded on the Insider List, including each Insider's full name, birth surname if different, date of birth, national identification number (if applicable), home address, work telephone number and all personal telephone numbers.

10.4 Insiders must inform the Compliance Officer if any of their Personal Data changes while they are included on the Insider List.

10.5 The Insider List shall contain:

- (a) the dates and times on which the Insider gained access to the Inside Information;

- (b) the date on which the Insider List was compiled and updated;
- (c) the circumstance that, and the moment from which, an Insider no longer has access to Inside Information; and
- (d) all instructions from and notifications to the Compliance Officer pursuant to this Policy.

## **11. SANCTIONS**

- 11.1 In the event of a breach of any provision of this Policy, the Company reserves the right to impose any sanctions which it is permitted to impose pursuant to applicable law and/or the terms of employment applicable to the relevant Employee. Such sanctions may include the termination of employment by way of summary dismissal or otherwise. The Company may also inform the AFM, the CSSF and/or any other authorities of its findings. A violation of these rules can be punishable by imprisonment or a fine.
- 11.2 A description of the sanctions and penalties for a breach of the relevant provisions of the MAR and MAD2, as implemented in the Luxembourg Market Abuse Law and the Dutch Financial Supervision Act, as amended, is attached to this Policy as Schedule 3.

## **12. COMPLIANCE OFFICER**

- 12.1 The Board of Directors shall designate the Deputy Company Secretary as the Compliance Officer. The Board of Directors may at any time revoke the designation of the Deputy Company Secretary as the Compliance Officer. The Compliance Officer may, with the approval of the chief executive officer of the Company, designate one or more deputies.
- 12.2 Subject to applicable law, the Compliance Officer may grant dispensations and exceptions to any of the rules, restrictions and obligations under this Policy. The Compliance Officer may only grant a dispensation or exception to himself or herself with the prior written approval of the Board of Directors.

## **13. MISCELLANEOUS**

### **13.1 Situations not covered by this Policy**

The Board of Directors shall have the right to take decisions in any circumstances not covered by this Policy, provided that it does so in accordance with applicable law.

### **13.2 Conflict with applicable law**

If applicable law mandatorily prescribes a more strict rule, restriction or obligation than a provision of this Policy, the more strict rule, restriction or obligation under applicable law prevails.

### **13.3 Effective date**

This Policy enters into force on 22 April 2022.

**13.4 Amendments**

The provisions of this Policy may be amended and supplemented by a resolution of the Board of Directors. Amendments and additions shall enter into force on the date on which they are announced, unless the announcement specifies otherwise.

**13.5 Applicable law**

This Policy is governed by the laws of the Grand Duchy of Luxembourg.

**13.6 Jurisdiction**

The competent court in the District of the city of Luxembourg, Grand Duchy of Luxembourg shall have exclusive jurisdiction to settle any dispute in connection with this Policy, and any agreements resulting therefrom unless such agreement explicitly provides otherwise. The term “dispute” shall be deemed to include disputes that are wholly or partially based on non-contractual principles or relate to nullity, nullification or existence of the Policy or any legal act.

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**SCHEDULE 1**

**DECLARATION OF AGREEMENT WITH THE INSIDER TRADING POLICY (ONLY APPLICABLE TO DIRECTORS)**

**The undersigned:**

Last name: .....

First name: .....

Being a Director (as defined in the Company’s insider trading policy) of BenevolentAI (the “**Company**”):

- Declares that he/she received a copy of the insider trading Policy, familiarised him/herself with the contents thereof, including the sanctions applicable to insider trading and unlawful disclosure of Inside Information, and that he/she will comply with the provisions of such Policy.
- Declares that he/she notified his/her Affiliated Persons of their reporting obligations under the MAR as set out in Schedule 6 of the insider trading Policy by providing them with a copy of the insider trading Policy, and has kept a copy of such notification.
- Agrees that the Compliance Officer is entitled to hold an inquiry with respect to the holding of and effecting Trades or ensure that an inquiry be held and report in writing on the outcome thereof, but only after he/she has been given the opportunity to respond to the outcome of the inquiry.
- Declares that he/she will at all times remain ultimately responsible for compliance with applicable securities laws.
- States that, on the date that this statement was signed he/she owns [*number*] [shares / options to acquire shares] in the Company.

Capitalised terms used in this declaration have the meaning ascribed to them in the insider trading Policy of the Company.

Place:

Date:

Name:

Signature:



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**SCHEDULE 2****DEFINITIONS**

**“Affiliated Persons”** means:

- (a) spouses, registered partners, or life companions of a Director if in a marriage or registered partnership;
- (b) children under the authority of a Director, or children for whom such person has been appointed as guardian;
- (c) other relatives by blood or otherwise of a Director who on the date of the transaction concerned have maintained a joint household with him or her for at least one year; and
- (d) legal persons, trusts or partnerships:
  - (i) whose executive responsibility is vested in a Director or in a person referred to under (a), (b) or (c) above;
  - (ii) which is directly or indirectly controlled by a Director or a person referred to under (a), (b) or (c) above;
  - (iii) which has been created for the benefit of Director or a person referred to under (a), (b) or (c) above; or
  - (iv) whose economic interests are essentially equivalent to those of a Director or a person referred to under (a), (b) or (c) above.

**“AFM”** means the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*).

**“Board of Directors”** means the board of directors (*conseil d’administration*) of the Company.

**“Closed Periods”** has the meaning ascribed to it in paragraph 5.2 of this Policy.

**“Company”** means BenevolentAI, a public limited liability company (*société anonyme*) under the laws of the Grand Duchy of Luxembourg, with its registered office at 9, rue de Bitbourg, L – 1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B255412.

**“Company Securities”** means shares, warrants, options, restricted stock units or securities of the Company or other financial instruments the value of which is determined by, or has an effect on, such shares or securities of the Company or such financial instruments in each case within the meaning of MIFID2, which have been admitted to trading on a regulated market, a multilateral trading facility or an organised trading facility in the Netherlands or another member state of the European Union, or for which a request for admission to trading on such market or trading facility has been made.

“**Compliance Officer**” means the Deputy Company Secretary who is designated as the Company’s compliance officer pursuant to paragraph 12.1 of this Policy.

“**CSSF**” means Luxembourg’s *Commission de Surveillance du Secteur Financier*.

“**Director**” means:

- (a) each member of the Board of Directors; and
- (b) each senior executive, who is not a member of the Board of Directors, who has regular access to Inside Information and who has the power to take managerial decisions affecting the future developments and business prospects of the Group.

“**Dutch Financial Supervision Act**” means the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*) and any ancillary rules, decrees and regulations thereto, as amended from time to time.

“**Employee**” means any person employed by, or in any other form of relationship of authority to, the Group, irrespective of the duration of the employment, including Directors.

“**ESMA**” means the European Securities Markets Authority.

“**Group**” means the Company and its subsidiaries.

“**Inside Information**” has the meaning ascribed thereto in the MAR, i.e. information of a precise nature, which has not been made public, relating, directly or indirectly, to the Company or to listed Company Securities and which, if it were made public, would be likely to have a significant effect on the price of the Company Securities. Examples include: non-public information regarding annual or semi-annual results, planned mergers or takeovers, planned share issuances, changes in the composition of the Board of Directors or and the introduction of new products or services by the Company.

“**Insider**” means an Employee, not being a Director, or other person who has access to Inside Information in the exercise of his or her duties or has been designated as such by the Compliance Officer.

“**Insider List**” means the Permanent Insider List and any Project Insider List.

“**Insider List Implementing Regulation**” means implementing regulation on the format of insider lists (2016/347/EU).

“**Investment Programme**” means a share acquisition scheme relating only to the Company’s shares under which: (a) shares are purchased by a Director or Insider pursuant to a regular standing order or direct debit or by regular deduction from the person’s salary or director’s fees; or (b) shares are acquired by a Director or Insider by way of a standing election to re-invest dividends or other distributions received; or (c) shares are acquired as part payment of their remuneration or director’s fees.

“**Luxembourg Market Abuse Law**” means the Luxembourg Law of 23 December 2016 on market abuse, as amended.

“**MAD2**” means Directive 2014/57/EU of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse, including all legislation promulgated thereunder, as amended from time to time.

“**MAR**” means Regulation No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, including all legislation promulgated thereunder, as amended from time to time.

“**Permanent Insider List**” means a list including all persons (if any) having access to all Inside Information relating to the Company at all times in the form set out in Template 2 of Annex I of the Insider List Implementing Regulation.

“**Personal Data**” means the information relating to an Employee as set out in paragraph 10 of this Policy processed for the purposes specified in Schedule 4.

“**Project Insider List**” means sections of the Permanent Insider List showing all persons having access to deal-specific or event-based Inside Information relating to the Company as set out in Template 1 of Annex I of the Insider List Implementing Regulation.

“**Restricted Person**” means: (i) a Director, (ii) an Insider or (iii) an Employee who has been told by the Company that the clearance procedures in this Policy apply to him or her.

“**Trading**” or “**Trade**” means directly or indirectly executing or attempting to execute a transaction relating to Company Securities, including buying, selling and receiving securities, buying, writing and receiving options, exercising options, converting convertible bonds and cancelling or amending a transaction in Company Securities whether for a person’s own account or for the account of a third party.

“**Trading Plan**” means a written plan entered into by a Director or Insider and an independent third party that sets out a strategy for the acquisition and/or disposal of Company Securities by the Restricted Person, and:

- (a) specifies the amount of Company Securities to be dealt in and the price at which and the date on which the Company Securities are to be dealt in; or
- (b) gives discretion to that independent third party to make trading decisions about the amount of Company Securities to be dealt in and the price at which and the date on which the Company Securities are to be dealt in; or
- (c) includes a method for determining the amount of Company Securities to be dealt in and the price at which and the date on which the Company Securities are to be dealt in.

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**SCHEDULE 3****REGULATORY FRAMEWORK****1. PROHIBITIONS**

Article 14 of the MAR provides that:

*A person shall not:*

- (a) *engage or attempt to engage in insider dealing;*
- (b) *recommend that another person engage in insider dealing or induce another person to engage in insider dealing; or*
- (c) *unlawfully disclose inside information.*

**2. ADMINISTRATIVE SANCTIONS**

In the event of a violation of Section 14 of the MAR, the AFM and CSSF can decide to impose an administrative fine:

- (a) of maximum €5,000,000 to private individuals; and
- (b) of maximum €15,000,000 or 15% of the annual consolidated turnover to legal persons.

**3. CRIMINAL SANCTIONS****3.1 Dutch law**

- (a) Under Dutch law, violation of Section 14 of the MAR constitutes a serious offence (*misdrijf*) if the violation is committed intentionally, and as a minor offence (*overtreding*) if the violation is not committed intentionally.
- (b) In case of a **serious offence**, the maximum criminal penalties that can be imposed are imprisonment (*gevangenisstraf*) for a maximum of six years, community service or a fine of the fifth category (with a maximum amount of €87,000). In the circumstance that the value of the assets, with which or in relation to which the economic offence has been committed, or which have been obtained wholly or partly by the economic offence, exceeds one-fourth of the fine of €87,000, a fine of the next higher category (in this case the sixth category with a maximum amount of €870,000) can be imposed. In addition, as a general rule of Dutch criminal law, if the convicted person is a legal entity rather than an individual, a maximum fine of the next higher category (in this case the sixth category with a maximum amount of €870,000) under normal circumstances or a turnover related fine (with a maximum amount of 10% of the annual turnover) in the special circumstances as set out above can be imposed if and to the extent the maximum fine originally set for the offence does not enable the imposition of an appropriate sanction.

- (c) In case of a **minor offence**, the maximum criminal penalties that can be imposed are detention (*hechtenis*) of a maximum of one year, community service or a fine of the fourth category (with a maximum amount of €21,750). In the circumstance that the value of the assets, with which or in relation to which the economic offence has been committed, or which have been obtained wholly or partly by the economic offence, exceeds one-fourth of the fine of €21,750, a fine of the next higher category (in this case the fifth category with a maximum amount of €87,000) can be imposed. If the convicted person is a legal entity, a maximum fine of the next higher category (in this case the fifth category with a maximum amount of €87,000) can be imposed under normal circumstances and under the special circumstances as set out above a maximum fine or the sixth category (with a maximum amount of €870,000) can be imposed.

### 3.2 Luxembourg law

#### *Insider dealing and recommending or inducing another person to engage in insider dealing*

- (a) Under the Luxembourg Market Abuse Law insider dealing and the fact of recommending or inducing another person to engage in insider dealing, is punished by an imprisonment of 3 months to 4 years and/or a fine of €251 to €5,000,000 for a natural person and solely a fine of €500 to €15,000,000 for a legal person.
- (b) The fines indicated in paragraph (a) may be increased to ten times the amount of the profit realised and shall under no circumstances be less than the said profit.
- (c) Any attempt to commit insider dealing shall incur the same sanctions.

#### *Unlawful disclosure of inside information*

Under the Luxembourg Market Abuse Law, unlawful disclosure of inside information is punished by an imprisonment of between 8 days and 2 years and/or a fine between EUR 251 and EUR 500,000 for a natural person and solely a fine of EUR 500 to EUR 1,500,000 for a legal person.

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**SCHEDULE 4****PROCESSING OF PERSONAL DATA****1. INTRODUCTION**

- 1.1 This Schedule 4 concerns the protection of Personal Data processed in the context of this Policy. The Company will process Personal Data in accordance with the Company's data protection Policy. This Schedule 4 is a specific supplement to the Company's data protection Policy. In case of any inconsistencies between these two policies, this Privacy Policy will prevail as regards the processing of Personal Data within the framework of this Policy.
- 1.2 The object of this Schedule 4 is to describe how, why and in which manner the Company processes Personal Data. The Company strives to be compliant with Regulation (EU) 2016/679 (the General Data Protection Regulation, hereinafter: the "GDPR") and the applicable implementing act(s) based thereon.

**2. PROCESSING PERSONAL DATA**

- 2.1 The Company shall be responsible for the processing of Personal Data to be included in the insider list. Personal Data shall only be processed for the purposes set out below:
- (a) Compliance with legal or regulatory obligations, as set out in the MAR and any other related (future) legislation and regulation regarding market abuse, including providing information to supervisors as requested, such as, but not limited to:
    - (i) composing and maintaining a list of persons who may have Inside Information;
    - (ii) taking internal disciplinary measures in case of non-compliance with the provisions of this Policy;
    - (iii) informing the CSSF and any other authorities of any non-compliance with the provisions of this Policy;
  - (b) Establishment, exercise or defence of legal claims;
  - (c) In pursuance of the Company's legitimate interest, as permissible under relevant legal provisions.

**3. CATEGORIES OF PERSONAL DATA**

- 3.1 The Company collects and processes Personal Data in the context of the realisation of the purposes described above. This information is set out in paragraph 10 of this Policy and includes in any case the information included in Template 1 and Template 2 of Annex I of the Insider List Implementing Regulation.

**4. LEGAL GROUND FOR PROCESSING**

4.1 The grounds of lawfulness invoked by the Company for the processing of Personal Data of Employees are the following:

- (a) compliance with legal obligations that the Company is subject to;
- (b) the legitimate interests pursued by the Company, except where such interests are overridden by the interests or fundamental rights and freedoms of the Employees, for example, protecting the interests of the Group, preventing illegal conduct, etc.

## 5. RECIPIENTS OF PERSONAL DATA

5.1 The Company observes a strict duty of confidentiality with regard to Personal Data. The Company does not share, sell, rent, lend or disclose any of the Personal Data with any third party, except as described in this Schedule 4 and unless the Company provides Personal Data to:

- (a) a supervisory authority or court upon request or court order to the extent (i) it is necessary to comply with applicable law; or (ii) it is in the interest of the Company; or
- (b) such other party in so far as necessary in the execution of (i) the Group's obligations under applicable law; or (ii) the Group's legitimate interest, such as disclosure of Personal Data to its advisors; or
- (c) the new or surviving entity, in the case that some of the Group's businesses may be restructured, bought or sold.

5.2 If Personal Data is transferred to a recipient third party in a country that does not provide an adequate level of protection for personal data, the Company will take measures to ensure that Personal Data are adequately protected, such as entering into EU Standard Contractual Clauses with these third parties. In the absence of European Data Protection Board (EDPB) guidelines, each such matter is considered individually according to best practices and recommendations, with the help from independent experts. Where EDPB guidelines apply, all data transfers will be made in line with those guidelines. The EDPB guidelines are available on the website of the EDPB (<https://edpb.europa.eu>).

## 6. TECHNICAL AND ORGANISATIONAL MEASURES

6.1 The Company takes reasonable efforts to ensure that appropriate technical and organisational security measures are being taken with regard to Personal Data. Such measures include:

- (a) Access-control measures;
- (b) Information Safety Policy and IT systems safety procedures;
- (c) IT and telecommunication infrastructure hardware safeguards; and
- (d) Other measures recommended by the Personal Data Officer.

6.2 Personal Data that is collected by the Company for the purposes set out in this Schedule 4 shall be treated with due care. Within the Company, access to Personal Data is restricted such that Personal Data may only be accessed by authorised persons to the extent it is necessary for the performance of certain tasks.

## **7. REMOVAL OF PERSONAL DATA FROM INSIDER LIST**

7.1 The insider list shall be kept by the Compliance Officer. Personal Data collected pursuant to this Policy and the MAR will be kept for a period of at least five years after the date of recording in the insider list or alteration of the data or for such other period as required by applicable law.

7.2 If the processing of Personal Data collected pursuant to this Policy and the MAR is necessary for the resolution of a dispute or potential dispute or relates to the rights and obligations of the Company, the Compliance Officer shall remove the Personal Data after resolution of the dispute or potential dispute and as soon as required by applicable law.

## **8. RIGHTS WITH RESPECT TO PERSONAL DATA**

8.1 Under the GDPR, Employees may exercise a number of rights with regard to the processing of their Personal Data.

8.2 The Employee has the right to object at any time to processing of Personal Data based on the legitimate interest of the Company on grounds relating to his or her particular situation. If an objection is raised by the Employee, the Company shall no longer process such Personal Data if necessary to comply with applicable laws.

8.3 Employees have certain rights to access their Personal Data. Moreover, under certain circumstances, Employees have the right to rectify, erase, or restrict the processing of Personal Data, and – where applicable – Employees have the right to data portability.

8.4 Employees may address comments, objections or questions to the Data Protection Officer. The Company shall respond to such requests within a period of one month. If Employees feel that their rights have been infringed, please inform the Data Protection Officer. In addition, Employees may always contact the appropriate local data protection authority.



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**SCHEDULE 5****CONDITIONS FOR TRADING BY DIRECTORS AND INSIDERS DURING CLOSED PERIODS**

- 1.1 Under the following circumstances Trading by Directors and Insiders can be allowed during Closed Periods:
- (a) on a case-by-case basis due to the existence of exceptional circumstances, such as severe financial difficulty, which require the immediate sale of Company Securities; or
  - (b) due to the characteristics of the Trading involved for transactions made under, or related to, an employee share or saving scheme, qualification or entitlement of shares, or transactions where the beneficial interest in the relevant security does not change,
- provided that in each case, the Director or Insider can demonstrate that the particular transaction cannot be executed at any other moment in time than during the Closed Period.
- 1.2 With respect to paragraph 1.1(a) above:
- (a) Prior to any Trading during a Closed Period, the Director or Insider shall provide a reasoned written request to the Compliance Officer for obtaining permission to proceed with immediate sale of Company Securities. The written request shall describe the contemplated Trade and provide an explanation of why the sale of shares is the only reasonable alternative to obtain the necessary financing. When examining whether the circumstances described in the written request referred to above are exceptional, the Compliance Officer shall take into account the indicators set out in the MAR.
  - (b) The Director or Insider will only proceed with Trading in a Closed Period after receiving written permission from the Compliance Officer.
- 1.3 With respect to paragraph 1.1(b) above, Trading by Directors and Insiders is allowed during a Closed Period under the following circumstances:
- (a) The awarding of Company Securities in connection with an employee participation plan, provided that the conditions of the MAR are met. These requirements, in short, set out that the Director or Insider does not have any discretion or influence as to the acceptance of the financial instruments awarded or granted and a pre-planned and organised approach is followed regarding the conditions, the periodicity, the timing of the award, the group of entitled persons and the amount of the financial instruments.
  - (b) Exercising options or warrants or conversion of convertible bonds assigned to him or her under an employee scheme when the expiration date of such options, warrants or convertible bonds fall within a Closed Period, as well as sales of the shares acquired pursuant to such exercise or conversion, provided that (i) the Director or Insider notifies the Company of its choice to exercise or convert at least four months before the expiration date; (ii) the decision of the

Director or Insider is irrevocable; and (iii) the Director or Insider has received authorisation from the Company before proceeding.

- (c) Any disposal of Company Securities by a Director or Insider in connection with the exercise of options, settlement of restricted stock units or awards under the long-term incentive plan in order to enable such Director or Insider to pay the option exercise price or meet tax and social security liabilities in respect of such options, restricted stock units or long-term incentive plan awards, provided that such tax liability does not result from a cash distribution to the Director or Insider in relation to such Company Securities: (x) where that disposal is required by the rules of the relevant plan (or by an irrevocable agreement entered into outside a Closed Period) and where neither the Company nor the participant has any discretion over the timing or number of shares to be sold (formal clearance in advance will be required) or (y) in exceptional circumstances (see paragraphs 1.1 and 1.2 above).
- (d) Acquiring Company Securities under an employee saving scheme, provided that (i) the Director or Insider has entered into the scheme before the Closed Period, except when it cannot enter into the scheme at another time due to the date of commencement of employment; (ii) the Director or Insider does not alter the conditions of his participation into the scheme or cancel his participation into the scheme during the Closed Period; and (iii) the purchase operations are clearly organised under the scheme terms and that the Director or Insider has no right or legal possibility to alter them during the Closed Period, or are planned under the scheme to intervene at a fixed date which falls in the Closed Period.
- (e) Any transfer, directly or indirectly, of Company Securities provided that the Company Securities are transferred between two accounts of the Director or Insider and that such transfer does not result in a change in price of such Company Securities.
- (f) Any acquisition of Company Securities by a Director or Insider upon accepting a management or supervisory function at the Company where the final date for such acquisition falls during a Closed Period, provided that the Director or Insider submits evidence to the Company of the reasons for the acquisition not taking place at another time, and the Company is satisfied with the provided explanation.

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**SCHEDULE 6****REPORTING OBLIGATIONS****1. INTERNAL CLEARANCE PROCEDURE**

- 1.1 Directors and Affiliated Persons must not make a Trade without obtaining clearance from the Compliance Officer in advance.
- 1.2 Applications for clearance to Trade must be made in writing using the form set out in 0. The completed form should be submitted to the Compliance Officer by emailing such form to [share-dealing@benevolent.ai](mailto:share-dealing@benevolent.ai).
- 1.3 Directors and Affiliated Persons must not submit an application for clearance to Trade if they are in possession of Inside Information. If a Director or an Affiliated Person becomes aware that they are or may be in possession of Inside Information after submitting an application for clearance to Trade, they must inform the Compliance Officer as soon as possible and refrain from making the Trade (even if clearance has been granted).
- 1.4 The Compliance Officer will provide a written response to each application for clearance, normally within five business days. Directors and Affiliated Persons must keep the outcome of the clearance application confidential and not discuss it with any other person.
- 1.5 For each clearance application, the Compliance Officer will retain:
  - (a) a copy of the application (including any additional information provided);
  - (b) a record of the decision taken in respect of the application, including the name of the Compliance Officer, the date of the decision, whether clearance was granted and any special conditions attaching to the clearance; and
  - (c) a copy of the response sent to the Director or Affiliated Person.
- 1.6 If a Director (or their Affiliated Persons) is granted clearance, they must place the Trade as soon as possible and in any event within two business days of receiving clearance.
- 1.7 Clearance to Trade may be given subject to conditions, which must be adhered to prior to placing the Trade.

**2. REPORTING OBLIGATIONS FOR DIRECTORS AND AFFILIATED PERSONS**

- 2.1 If a Director or Affiliated Person acts as the trustee of a trust, they should speak to the Compliance Officer about their obligations in respect of any dealing in Company Securities carried out by the trustee(s) of that trust.
- 2.2 Directors and Affiliated Persons must, no later than one business day following the transaction date, report to the Compliance Officer any Trade conducted or effected by them or on their behalf.

- 2.3 Directors and Affiliated Persons must notify the CSSF of all Trades within three business days after the date of such Trade.
- 2.4 Such notification to the CSSF may be delayed until the moment when the Trades conducted for their own account amount to at least €5,000 in total (without netting) in any calendar year.
- 2.5 Directors and Affiliated Persons will at all times remain ultimately responsible for the compliance with their notification duties within the applicable timeframe.

### **3. REPORTING OBLIGATIONS FOR INSIDERS**

- 3.1 Insiders must promptly report transactions in Company Securities conducted by or for them to the Compliance Officer, in any case within three business days after the transaction.
- 3.2 Insiders will at all times remain ultimately responsible for the compliance with their notification duties within the applicable timeframe.

### **4. NOTIFICATION FORMS**

- 4.1 All notifications pursuant to this Policy should be made by using forms which are consistent with the forms adopted by the European Commission, ESMA or the CSSF, as applicable, pursuant to the MAR. The Compliance Officer will make the forms available via the Company's intranet page.
- 4.2 The internal notifications to be made by Directors, Affiliated Persons or Insiders to the Compliance Officer pursuant to:
  - (a) paragraph 1 of this Schedule 6 shall be made in the form of 0; and
  - (b) paragraphs 3.7 and 4.5 of the policy, and paragraphs 2 and 3 of this Schedule 6 shall be made in the form of Schedule 8,

in each case, the forms shall also be made available via the Company's intranet page and any completed forms must be emailed to [share-dealing@benevolent.ai](mailto:share-dealing@benevolent.ai).

**SCHEDULE 7**

**FORM FOR INTERNAL CLEARANCE TO TRADE**

BenevolentAI (the “Company”)

**Application for clearance to trade**

If you wish to apply for clearance to trade under the Company’s insider trading policy, please complete the table below and submit this form to the Compliance Officer. By submitting this form, you will be deemed to have confirmed and agreed that:

- (a) the information included in this form is accurate and complete;
- (b) you are not in possession of inside information relating to the Company or any Company Securities;
- (c) if you are given clearance to deal and you still wish to deal, you will do so as soon as possible and in any event within two business days; and
- (d) if you become aware that you are in possession of inside information before you deal, you will inform the Compliance Officer and refrain from dealing.

<b>1.</b>	<b>Applicant</b>	
(a)	Name	
(b)	Contact Details	
<b>2.</b>	<b>Proposed Trade</b>	
(a)	Description of the securities	
(b)	Number of securities	
(c)	Nature of the trade (i.e. acquisition, disposal, subscription, option exercise, etc.)	
(d)	Other details	

**SCHEDULE 8**

**FORM FOR INTERNAL NOTIFICATIONS OF TRADES TO THE COMPLIANCE OFFICER**

Internal notification of transactions in Company Securities to the Compliance Officer in accordance with the Insider Trading Policy			
<b>1. Details of the person</b>			
a)	Name <sup>1</sup>		
<b>2. Reason for the notification</b>			
a)	Position/status <sup>2</sup>		
b )	Initial notification/Amendment <sup>3</sup>		
<b>3. Details of the issuer</b>			
a)	Name <sup>4</sup>	BenevolentAI	
b )	LEI <sup>5</sup>	2221003P54KEDC3P4Z33	
<b>4. Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted</b>			
a)	Description of the financial instrument, type of instrument <sup>6</sup>		
	Identification code (ISIN) <sup>7</sup>		
b )	Nature of the transaction <sup>8</sup>		
c)	Price(s) and volume(s) <sup>9</sup>	Price(s)	Volume(s)
d)	Aggregated information		
	— Aggregated volume <sup>10</sup>		
	— Price <sup>11</sup>		
e)	Date of the transaction <sup>12</sup>		

f)	Place of transaction <sup>13</sup>	
		Date and signature _____

1. For natural persons: the first name and the last name(s). For legal persons: full name including legal form as provided for in the register where it is incorporated, if applicable. (19)

2. For Directors (persons discharging managerial responsibilities): the position occupied within the issuer should be indicated, e.g. CEO, CFO.

For persons closely associated (i.e. Affiliated Persons):

- An indication that the notification concerns an Affiliated Person closely associated with a Director (person discharging managerial responsibilities);
- Name and position of the relevant Director (person discharging managerial responsibilities).

3. Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.

4. Full name of the entity.

5. Legal Entity Identifier code in accordance with ISO 17442 LEI code.

6. Indication as to the nature of the instrument:

- a share, a debt instrument, a derivative or a financial instrument linked to a share or a debt instrument;
- an emission allowance, an auction product based on an emission allowance or a derivative relating to an emission allowance.

7. Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.

8. Description of the transaction type using, where applicable, the type of transaction identified in Article 10 of the Commission Delegated Regulation (EU) 2016/522 adopted under Article 19(14) of Regulation (EU) No 596/2014 or a specific example set out in Article 19(7) of Regulation (EU) No 596/2014. Pursuant to Article 19(6)(e) of Regulation (EU) No 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option programme.

9. Where more than one transaction of the same nature (purchases, sales, lendings, borrows, ...) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed.

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*Using the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.*

10. *The volumes of multiple transactions are aggregated when these transactions:*

- *relate to the same financial instrument or emission allowance;*
- *are of the same nature;*
- *are executed on the same day; and*
- *are executed on the same place of transaction.*

*Using the data standard for quantity, including where applicable the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.*

11. *Price information:*

- *In case of a single transaction, the price of the single transaction;*
- *In case the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions.*

*Using the data standard for price, including where applicable the price currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.*

12. *Date of the particular day of execution of the notified transaction. Using the ISO 8601 date format: YYYY-MM-DD; UTC time.*

13. *Name and code to identify the MiFID trading venue, the systematic internaliser or the organised trading platform outside of the Union where the transaction was executed as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014, or if the transaction was not executed on any of the above mentioned venues, please mention 'outside a trading venue'.*



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**SCHEDULE 9****GUIDANCE ON EMPLOYEE SHARE PLANS AND EMPLOYEE SHARE AWARDS****1. AWARDS, ETC.**

- 1.1** General rule: No discretionary awards may be made to any person in a Closed Period.
- 1.2** Invitations under all-employee plans should not be launched in a Closed Period.
- 1.3** Awards of shares under pre-planned regular employee share or savings arrangements put in place before the Closed Period can be made during a Closed Period provided (i) the Director or Insider entered into the regular employee share or savings arrangements before the Closed Period and (ii) no changes are made by a Director or Insider to their savings level or other conditions of his or her participation in the regular employee share or savings arrangement during that Closed Period.
- 1.4** Awards or invitations under either discretionary or all-employee plans may only be possible during a Closed Period when employees cannot enter into the regular employee share or saving arrangements at another time due to the date of commencement of employment.
- 1.5** Outside of a Closed Period, awards or invitations under either discretionary or all-employee plans may be possible during a period when there is Inside Information if failure to make the award or invitation would indicate that Inside Information exists. Advice should be taken if awards or invitations are being considered in this situation.

**2. EXERCISE OF OPTIONS AND VESTING OF AWARDS UNDER LONG-TERM INCENTIVE PLANS**

- 2.1** General rule: Clearance cannot ordinarily be given for exercises of options by a Director or Insider during a Closed Period. Whether clearance can be given for vesting of awards under long-term incentive plans depends largely upon the plan rules. See Schedule 5 paragraph 1.3 for a list of exceptions.
- 2.2** Rules of the long-term incentive plan arrangements (which do not use options) will generally stipulate what happens if an award vests (e.g. when all performance conditions are met) in a Closed Period. Those rules may for example:
- (a) provide for vesting to be delayed until after the relevant Closed Period ends, even if the relevant conditions are met; or
  - (b) provide a fixed right for individuals to receive shares, if the relevant conditions are met.

In case (a), subject to the drafting of the relevant rules, no issue arises because no dealing takes place during a Closed Period. In case (b), vesting is generally possible for Restricted Persons (as is a sale of shares as set out in paragraph 3 below). However advice should be obtained.

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**3. IMMEDIATE SALES OF SHARES RECEIVED UNDER EMPLOYEE SHARE PLANS**

- 3.1** General rule: Even if options are permitted to be exercised, restricted stock units are permitted to be settled or awards are permitted to vest, clearance should not ordinarily be given for the immediate sale of the resulting shares in a Closed Period, including where the relevant Director or Insider wishes to sell them to pay the option exercise price or meet tax and social security obligations. See Schedule 5 paragraph 1.3 for a list of exceptions.

**4. CLEARANCE FOR DEALINGS UNDER EMPLOYEE SHARE PLANS**

In some circumstances outside of Closed Periods, it may be appropriate (without any application from the Director or Insider) for bulk clearance to be granted in connection with dealings connected with employee share plans, e.g. to permit individuals to accept invitations made by the Company to participate in an all-employee plan or in relation to the automatic vesting of awards granted under a long-term incentive plan.