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1. OBJECTIVE

To outline the Conflicts of Interest and Handling of Privileged Information Code for corporate governance protocols of Machinery Corporation of Guyana Ltd (“MACORP” or the “Company”). The purpose of this code is to regulate situations of conflicts of interest that arise with the Company's related parties.

2. SCOPE

This document applies to the MACORP and all its branches and subsidiaries.

3. RESPONSIBILITIES

3.1. The President-General Manager has the responsibility to ensure the protocols of this document are defined and shared with the Company.

3.2. All employees have the responsibility to read and understand and comply with the guidelines outlined in this document.

3.3. The Board of Directors ger has the responsibility to review and approve this document.

4. REFERENCE

4.1. Anti – Money Laundering and Countering the Financing of Terrorism (AML/CFT) Manual.
4.2. Procedure Manual for Implementation of Ethics and Conduct Code.
4.3. Code of Ethics and Conduct.
4.4. Personal Data Processing Policy.
4.5. Anti-corruption Policy.
4.6. United Nations General Assembly in Paris on 10 December 1948.

5. DEFINITIONS

6. ATTACHMENTS

None.

7. DETAILS OF DOCUMENT

7.1. DECLARATION - CONFLICTS OF INTEREST AND INSIDER TRADING CODES

The Board of Directors of **Machinery Corporation of Guyana Ltd**, in the exercise of its statutory powers, has approved this Code of Conflicts of Interest and Management of Privileged Information, (hereinafter the Code).

7.2. RELATED PARTIES

This Code applies to Related Parties, which may be of two classes as defined below:

7.2.1. Related Parties by Ownership

(i) Direct or indirect shareholders of the Company who have more than 50% of the shareholding.

(ii) The Affiliates and Subsidiaries of The Company.

7.2.2. Related Parties by Management

(i) The Administrators: The Members of the Board of Directors and those who hold administrative functions. Their alternates will also be considered Administrators when they act in that capacity in cases of temporary or permanent absence from the principals.

(ii) Spouses or Permanent Partners will be included.

(iii) Relatives within the first- and second-degree blood.

(iv) Relatives within the first and second degree of Affinity.

(v) Relatives by adoption.

(vi) Other persons residing in the same household.

(vii) Companies in which the Recipient, their Spouse or Permanent Partner (separated or not from property) or their children have a direct or indirect interest, or in which the Recipient or their associates hold a management position.

7.3. CONFLICTS OF INTEREST

7.3.1. Definition and identification of general situations

(i) Conflicts of interest arise when a Related Party, acting on its own behalf or on behalf of another (representative of a natural or legal person), is directly or indirectly involved in a conflict situation because private interests prevail over the interests of the Company.

(ii) There is also a conflict of interest when a person seeks to obtain a material advantage, or of any kind, having the option of deciding between duty and the vested interest, or when a person seeks to renounce his duties in exchange for some benefit.

(iii) In order to avoid any situation that may involve a conflict of interest, the Related Parties must act equitably, provide their contracted services without expecting remuneration different from that agreed in the contractual or employment relationship, without considering personal benefits or those of third parties.

(iv) These transactions may not be agreed under conditions different from those generally used by the Company for unrelated third parties depending on the type of transaction.

7.3.2. Criteria to avoid incurring in situations of conflict of interest

The Related Parties must observe the following conduct, which aim to avoid, minimize, manage, or eliminate the possible emergence of a conflict of interest between them and the Company:

(i) A service should not be managed for a family member or a third party when there are exclusively personal interests.

(ii) No discounts or exemptions should be granted, nor exceptional remuneration of any kind for reasons of friendship or kinship.

(iii) In dealing with customers, users, suppliers, or contractors, you must act for the benefit of the Company, excluding any personal benefit.

(iv) In the event that there is a business or service mentioned in paragraphs (i) and ii) of this paragraph in which there is a personal interest with any of the aforementioned persons, this must be submitted to the hierarchical superior who will delegate the management of the service to another employee. The contracting of services offered by the Company is excepted.

(v) Employees must not offer services or professional experience to third parties without authorization from the Compliance Officer or the Company's Ethics and Compliance Committee, which will evaluate the degree of commitment and conflict of interest that may arise, except in the case of teaching or academic activities.

(vi) The Related Parties must refrain from receiving money or any other gift from third parties, no matter how small, as a reward for their management.

7.3.3. Conflict Management

In the event that a conflict of interest arises, it must be handled appropriately in order to manage it appropriately and ensure the interests of the Company at all times. The responsibility for conflicts of interest lies mainly with the person about whom a conflict-of-interest situation is or may be presenting. Consequently, from the moment the person becomes aware that a conflict of interest exists or may exist, he or she must take the steps described below in order to manage the conflict of interest in a transparent manner and in compliance with his or her fiduciary duty to the Company.

7.3.3.1. Revelation

It is the duty and obligation of the Related Party to disclose situations of conflict of interest of its own or others. These situations may originate prior to their relationship with the Company or during the term of their employment or other relationship.

7.3.3.2. Selection Process

Any person who is interested in joining as an Administrator of the Company must communicate relationships with other natural or legal persons, regardless of their nature, which may lead to a situation of conflict of interest. To this end, within the selection process, the Company's Human Resources Department will request in writing the disclosure of these facts and, in the event of conflict of interest, these will be evaluated by the Compliance Officer or the Company's Ethics and Compliance Committee.

7.3.4. Procedure for conflicts of interest

7.3.4.1. Compliance Officer

It is the responsibility of the Compliance Officer to know and manage situations of actual or potential conflicts of interest that arise between the Company and the Linked Parties by Ownership or Management. The Compliance Officer may refer to the situation of conflict with the Ethics and Compliance Committee in cases where, due to its materiality or other considerations, it deems it necessary.

7.3.4.2. Updating Information

The members of the Board of Directors shall periodically inform the Compliance Officer of the direct or indirect relations they have between themselves, or with other entities, from which situations of conflict of interest may arise.

7.3.5. Sanctions

In addition to internal disciplinary sanctions, an Affiliated Party that fails to comply with this policy may be subject to investigations or sanctions as may be appropriate in accordance with the Law.

7.4. TRANSACTIONS WITH RELATED PARTIES

The Company may enter transactions, agreements, or contracts with related parties, on the understanding that any of such transactions will be carried out at fair value, taking into account, among others, the following principles:

7.4.1. Principles

(i) Evidence: The Company's relations with the Related Parties must always be transparent in order not to generate doubt about their actions. Therefore, the contractual relations between Related Parties must be duly documented, and there must also be evidence of the prior analysis carried out by each party for the purpose of entering a contract with said entities.

(ii) Market terms: The goods and services that are legally viable to be provided or acquired between the Company and the Related Parties, must be in terms of price, quantity, and quality, of values and characteristics like those of the market.

(iii) Autonomy of each company: The parent company, affiliates or subsidiaries carry out their activities independently and autonomously. Therefore, decisions must be made in each entity through their respective corporate bodies, which have their own decision-making capacity to develop the purpose of the entity.

(iv) Record of Information: The Company, through the Secretary, will keep records of all disclosures of information and situations covered by this policy. Such information shall be stored in any verifiable medium and made available to the competent authorities.

7.4.2. Approval

Transactions with related parties are approved by the Ethics and Compliance Committee with the exclusion of the interested party. The Committee may also submit the operation to the Board of Directors in cases in which, due to its materiality or other considerations, it considers it appropriate to do so. The Board of Directors, as the ultimate governing body of the Corporation, may also approve any transactions with related parties without the approval of the Ethics and Compliance Committee.

7.4.3. Recurring Operations

Recurring transactions with related parties, typical of the ordinary line of business carried out by virtue of adhesion contracts, or general framework contracts, whose conditions are perfectly standardized, are applied on a massive scale, and are carried out at market prices, set in general by the person acting as the supplier of the good or service in question, do not require express authorization from the Committee or the Board of Directors. and whose individual amount is not relevant to The Company. The mechanism for disclosing such transactions shall be defined.

7.5. INSIDER INFORMATION

7.5.1. Definition

It is understood that privileged information is that to which only certain persons (such as Administrators) have direct access due to their profession or trade, which, due to its nature, is subject to confidentiality, since if known it could be used in order to obtain advantage or benefit for oneself or for a third party.

To be considered privileged, the information must be sufficiently suitable to be used and in turn must deal with specific facts and refer to the corporate environment or the scope within which the company operates.

7.5.2. Insider Trading Events

Insider trading is considered to be when the person who possesses it and is under the obligation to keep it confidential, engages in any of the following conducts, regardless of whether his or her actions bring him or her benefits or not:

(i) Provision of privileged information to those who do not have the right to access it;

(ii) Use of privileged information for the purpose of obtaining one's own advantage or that of third parties;

(iii) Concealment of privileged information to the detriment of the Company or for one's own benefit or that of third parties, which means using it only for oneself and by abstention, to the detriment of The Company to encourage one's own benefit or that of third parties;

(iv) Improper use of privileged information, when there is an obligation to disclose it, it is not made public and is disclosed in a closed medium or is not disclosed in any way.

7.5.3. Insider misuse is not configured

(i) When the highest social authority expressly authorizes the Administrator to lift the confidentiality.

(ii) When the information is provided to the authorities, it is empowered to request it upon request, in which case the terms indicated by law must be taken into account.

(iii) When it is made available to the bodies that have the right to know it, considering the terms indicated by law.

7.5.4. Insider Trading Rules and Procedures

The Related Parties must refrain from improperly using privileged or confidential information for their own benefit, therefore, this obligation implies, but is not limited to:

(i) Protect confidential information that has been disclosed by competent authorities through criminal, civil or commercial investigations into the actions of customers. This reserve includes unusual transactions detected in the offices or the report of suspicious transactions to the competent authority.

(ii) Not to use for their own benefit or for others, the privileged information that they have learned in the performance of their functions.

(iii) Keep under strict confidentiality all the information that has been known by reason of their functions, even after the termination of the employment relationship, not being able to use it for their own benefit, or that of third parties.

(iv) When the information is to be delivered to an authorized third party, evaluate the security of the medium chosen to do so; in case of doubt, you should consult with the Information Security area. Similarly, in such an event, procedures must be established to ensure the traceability of the privileged information that is delivered.

(v) Do not discuss confidential information in public places or where there are third parties without the right to know it.

7.5.5. Trading of shares in the face of insider trading.

The members of the Board of Directors and the Administrators may not use the privileged information to which they have access due to their position to obtain profits or avoid losses, for themselves or for third parties, through any type of operation with the securities to which the privileged information refers or with instruments whose profitability is determined by these securities.

To this end, and in development of the current rules applicable to the matter, the Members of the Board of Directors and Senior Management, from the moment they become aware of the presentation of a Public Offering of Shares (OPA) or other relevant operations such as mergers or spin-offs, and until such information is not made public on equal terms to the different market participants, they must refrain from negotiating, directly or indirectly through an intermediary, shares of the Company.

7.5.6. Sanctions

The improper use of privileged or confidential information may lead to the sanctions determined by law.

8. MODIFICATION HISTORY AND CONTROL OF CHANGES

Revision Number	Revision Date	Revision Summary

Prepared by:	Approved by:
Signed by: 87FBDDD75115482... **Totaram Sooknanan** Finance & Administration Director	Signed by: 46A7FEBE4947444... **German Consuegra** President & General Manager