



ANTI-CORRUPTION AND BRIBERY POLICY

CONTENTS

CLAUSE

1. Policy statement	1
2. Who is covered by the policy?.....	1
3. What is bribery?	2
4. Risk Assessment and Due Diligence	3
5. Gifts and hospitality	5
6. What is not acceptable?	6
7. Facilitation payments and kickbacks	6
8. Donations	7
9. Your responsibilities	7
10. How to raise a concern	7
11. Record-keeping	8
12. What to do if you are a victim of bribery or corruption	8
13. Training and communication	8
14. Who is responsible for the policy?	8
15. Monitoring and review	9

SCHEDULE

SCHEDULE POTENTIAL RISK SCENARIOS: "RED FLAGS"	10
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1. POLICY STATEMENT

1.1 It is our policy to conduct all of our business in an honest and ethical manner. The Company's board of directors (the "Board") is committed to establishing the highest standards and promotion of good practice in bribery prevention as a reflection of its core values of integrity, corporate responsibility and transparency. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

1.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

1.3 The purpose of this policy is to:

- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

This policy applies across all of the Company's operations at national and international level.

1.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

1.5 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2. WHO IS COVERED BY THE POLICY?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as **workers** in this policy).

3. WHAT IS BRIBERY?

A bribe is an inducement or reward offered, promised or provided (or received), directly or indirectly, in order to gain any commercial, contractual, regulatory or personal advantage. The Bribery Act 2010 introduces four key offences:

- (i) bribing any person with the intention of the "improper performance of a relevant function or activity";
- (ii) being bribed with the intention of the "improper performance of a relevant function or activity";
- (iii) bribing a foreign public official ("FPO") with intent to influence the FPO in his or her capacity as an FPO; and to obtain or retain business or an advantage in the conduct of business; and
- (iv) failing to prevent bribery by a "relevant commercial organisation" through an "associated person" with the intention of obtaining or retaining business or an advantage in the conduct of business for that organisation (the "Corporate Offence").

"Associated person" under the Bribery Act can be any person who performs services on behalf of the organisation, including: employees, agents, subsidiary companies and third party service providers, as well as potentially including joint venture or consortia partners.

The first three offences under the Bribery Act 2010 (giving and receiving bribes and bribing FPO's) apply to individuals and corporates in the context of acts of bribery committed within the UK by any person or corporate; and to acts of bribery committed outside the UK by a person or corporate which has a "*close connection*" to the UK (broadly UK companies, UK partnerships, UK citizens or individuals ordinarily resident in the UK). **Any worker who commits bribery within the UK and all UK-based companies and any worker closely connected to the UK (irrespective of where the bribe takes place) will therefore fall within the scope of these offences.**

The fourth offence under the Bribery Act 2010 is even wider, it will be enough for the person paying the bribe to be associated with a corporate which carries on its business or part of its business in the UK. **This means that all companies and partnerships which carry on any part of their business in the UK will be caught by the Corporate Offence, regardless of where they are incorporated or formed and regardless of where the bribe takes place (so long as it involves an associated person). Examples:**

Offering a bribe

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them. It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official

You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence. The fourth offence under the Bribery Act 2010 is even wider, it will be enough for the person paying the bribe to be associated with a corporate which carries on its business or part of its business in the UK. **This means that all companies and partnerships which carry on any part of their business in the UK will be caught by the Corporate Offence, regardless of where they are incorporated or formed and regardless of where the bribe takes place (so long as it involves an associated person). Examples:**

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4. RISK ASSESSMENT AND DUE DILIGENCE

4.1 The Company undertakes to assess regularly and comprehensively the nature and extent of the risks relating to bribery to which it is exposed, being aware that risks are potentially present internally and externally.

4.2 The Company will ensure that any person responsible for or involved in investigating and carrying out risk assessment exercised under this policy is adequately skilled and equipped to do so and will use appropriately qualified external professionals where necessary. 4

4.3 The Compliance Manager will take responsibility for instigating and carrying out relevant risk assessment exercises at regular intervals, such exercises to include (but not be limited to) consideration of:

- ☐ the Company's business activities across all of its operations nationally and internationally and any actual or proposed changes to those activities;
- ☐ the Company's employees and their knowledge and understanding of the Company's business profile and associated bribery risks;
- ☐ the business activities of the Company's customers and clients, suppliers, contractors, intermediaries, agents, joint venture and other business partners and the interface between those activities and those of the Company; and
- ☐ the markets and countries in which the Company and those acting on the Company's behalf operate.

4.4 The Company is committed to investigating and being fully informed about the individuals and organisations with whom it has business dealings and the markets in which it operates. Where appropriate, anti-bribery commitments will be written into contracts with third parties.

4.5 The extent of due diligence into business relationships will vary according to the risk. Where appropriate, before entering into any business relationship, the actions the Company may take include, but are not limited to:

- ☐ making enquiries about the risk of bribery in a particular country or location in which the Company is seeking a business relationship, the types of bribery most commonly encountered and any information about the preventive actions which are most effective;
- ☐ investigating the bribery risks that a particular business opportunity raises, for example, establishing whether the project is to be undertaken at market prices and has a defined legitimate objective and specification;
- ☐ establishing whether individuals or other organisation involved in key decisions, such as intermediaries, consortium or joint venture partners, contractors or suppliers have a

reputation for bribery and whether anyone associated with them is being investigated or prosecuted, or has been convicted or debarred, for bribery or related offences. This may include considering the risks associated with politically exposed persons where the proposed business relationship involves, or is linked to, a prominent public office holder;

☑ checking that potential partners internal anti-corruption measures are consistent with the terms of this policy, and where necessary, encouraging the adoption of such measures;

☑ ensuring that all business relationships and transactions are properly documented and recorded and have the express approval of the requisite manager; and

☑ ensuring that the Company is able to exit from any business relationship if bribery occurs or is reasonably thought to have occurred.

5. GIFTS AND HOSPITALITY

5.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. All forms of entertaining and hospitality whether given or received must be approved by a Director in accordance with thresholds and criteria set by the Compliance Manager:

5.2 All hospitality and entertaining accepted or offered must be recorded in a register maintained by the Compliance Manager.

5.3 The giving or receipt of gifts is not prohibited, if the following requirements are met:

(a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

(b) it complies with local law;

(c) it is given in our name, not in your name;

(d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);

(e) it is appropriate in the circumstances and for that market sector. For example, in the UK it is customary for small gifts to be given at Christmas time;

(f) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

(g) it is given openly, not secretly; 6

(h) gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of your manager **OR** the compliance manager; and

(i) the provision/receipt of the gift has been approved by the Compliance Manager.

5.4 We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

6. WHAT IS NOT ACCEPTABLE?

It is not acceptable for you (or someone on your behalf) to:

(a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

(b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

(c) accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

- (d) accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
- (e) threaten another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (f) engage in any activity that might lead to a breach of this policy.

7. FACILITATION PAYMENTS AND KICKBACKS

7.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, also known as "greasing payments". They are not commonly paid in the UK, but are common in some other jurisdictions.

7.2 If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the compliance manager.

7.3 Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

8. DONATIONS

We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the compliance manager.

9. YOUR RESPONSIBILITIES

9.1 You must ensure that you read, understand and comply with this policy.

9.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

9.3 You must notify your line manager or the compliance manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in the Schedule.

9.4 Compliance with this policy will be rigorously enforced. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

10. HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. No employee will be penalised for refusing to pay or accept a bribe even if such refusal results in the loss of business. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your line manager **OR** the

compliance manager.

11. RECORD-KEEPING

11.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

11.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

11.3 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

11.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

12. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you tell the compliance manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

13. TRAINING AND COMMUNICATION

13.1 Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

13.2 Our zero-tolerance approach to bribery and corruption is communicated to all suppliers, contractors, business partners and intermediaries at the outset of our business relationship with them and as appropriate thereafter.

14. WHO IS RESPONSIBLE FOR THE POLICY?

14.1 The MD has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

14.2 The compliance manager who reports to the MD has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

15. MONITORING AND REVIEW

15.1 The compliance manager will monitor the effectiveness and review the implementation of this policy, regularly and at least annually considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

15.2 All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

15.3 Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

15.4 This policy does not form part of any employee's contract of employment and it may be amended at any time.

Schedule Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager **OR** to the compliance manager:

(a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;

(b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;

(c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

(d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;

(e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

(f) a third party requests an unexpected additional fee or commission to "facilitate" a service;

(g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;

(h) a third party requests that a payment is made to "overlook" potential legal violations;

(i) a third party requests that you provide employment or some other advantage to a friend or relative;

(j) you receive an invoice from a third party that appears to be non-standard or customised;

(k) a third party insists on the use of side letters or refuses to put terms agreed in writing;

(l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

(m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or

(n) you are offered an unusually generous gift or offered lavish hospitality by a third party.