


Document Title	Group Anti-Bribery, Corruption and Conflict of Interest Policy	
Document Status	Active	
Prepared by	Group Legal	
Approved by	Executive Director and Company Secretary, Lucy Group Ltd	
Date approved	12 November 2024	
Review date	11 November 2025	

GROUP ANTI-BRIBERY, CORRUPTION AND CONFLICT OF INTEREST POLICY

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“The Lucy group entities (“Group”) are committed to the highest level of ethical behaviour and have zero tolerance for bribery and corruption”.

Lucy Group Ltd Chairman, Business Ethics Policy Statement 2024

Bribery and corruption may include the payment or receipt of bribes, the making of facilitation payments (kickbacks) and financial crimes. A conflict of interest can arise when an individual’s personal, financial or other interests interfere with the interests of the Group. The actual or attempted use of any form of bribery or corruption, either directly or indirectly on the Group’s behalf to advance its business interests or those of its associates, is strictly prohibited.

1 Purpose

- 1.1 Bribery and corruption remain major issues in world trade, despite the many dedicated efforts to prevent them. They are very damaging to the societies in which they occur. They:
 - 1.1.1 divert money and other resources from those who need them most;
 - 1.1.2 hinder economic and social development; and
 - 1.1.3 damage business, not least by increasing the cost of goods and services.
- 1.2 Our legal obligations are primarily governed by the Bribery Act 2010 (“**BA 2010**”). BA 2010 affects us as a UK organisation if bribery occurs anywhere in our businesses.
- 1.3 We run our businesses with integrity and in an honest and ethical manner. All of us must work together to ensure they remain untainted by bribery or corruption.
- 1.4 This Policy, including the appendices, is a crucial element of that effort. It has the full support of the Board. It sets out the steps all of us must take to prevent bribery, corruption and conflicts of interest in any Lucy group entity (“**Group**” or “**Group Entity**”) and to comply with relevant legislation.
- 1.5 The penalties for non-compliance with BA 2010 are severe, up to and including unlimited fines and imprisonment. The purpose of this Policy is therefore to:
 - 1.5.1 set out our responsibilities as a company, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - 1.5.2 provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

2 Scope

- 2.1 This Policy applies to all individuals in the Group working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, apprentices, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, or our agents, distributors, representatives or any other person working with us, wherever located (“**Workers**”).

Compliance with this Policy is mandatory. Any Worker who knowingly fails to comply with the requirements of this Policy, including its appendices will be the subject of disciplinary proceedings, which may result in summary dismissal. Such behaviour may also be reported to the relevant authorities.
- 2.2 We reserve the right to terminate contracts with any suppliers, contractors, agents, distributors, business partners, joint venture partners and third-party representatives who are unwilling, unable or fail to act in a manner consistent with this Policy.
- 2.3 If you have any questions on this Policy, please contact your line manager or Group Legal at legalteam@lucygroup.com.

3 Who is Responsible for this Policy?

- 3.1 Each business head is responsible for this policy, for ensuring it is adhered to by all staff and for putting the necessary processes in place to ensure compliance.
- 3.2 Risk within the business will vary by area/location. The Directors of each Group Entity are responsible for assessing the level of risk for their business(es) and, with the approval of the Executive Director and Company Secretary, putting in place any necessary additional measures.

4 Your Responsibilities

- 4.1 Every Worker is responsible for:
 - 4.1.1 reading and being aware of the contents of this Policy;
 - 4.1.2 complying with this Policy;
 - 4.1.3 reporting cases where you know, or have a reasonable suspicion, that bribery or corruption has occurred or is likely to occur.
- 4.2 We will not penalise anyone who loses business through not paying a bribe.

5 What are Corruption, Bribery and Conflicts of Interest?

- 5.1 **Corruption** is the misuse of office or power for private gain.
- 5.2 **Bribery** is a form of corruption. It includes offering, promising, giving, accepting or seeking a bribe. It means offering a financial or other advantage to any person or organisation (including to government agencies, individual government or other public officials, private companies and their employees) as an inducement or reward for the improper performance by another person of duties, functions or activities.
- 5.3 It does not matter whether the bribery or corruption occurs in the UK or abroad. An act of bribery or corruption committed abroad may well result in a prosecution in the UK or other jurisdictions with similar legislation. Nor does it matter whether the act is done directly or indirectly.
- 5.4 Bribes usually involve a monetary payment but can involve other benefits or advantages. For example:
 - 5.4.1 gifts, entertainment or travel expenses, particularly where they are disproportionate, frequent or provided in the context of on-going business negotiations;
 - 5.4.2 cash payments by employees or third parties such as consultants or other introducers or facilitators;
 - 5.4.3 permitting the use of Group services, facilities or property either free of charge or at a nominal rate;
 - 5.4.4 loans, loan guarantees or other extensions of credit;
 - 5.4.5 providing a sub-contract to a person connected to someone involved in awarding the main contract;
 - 5.4.6 political or charitable donations made to a third party linked to, or at the request of, someone with whom the Group does business; and
 - 5.4.7 benefits, such as the provision of an internship or work experience, whether paid or unpaid.
- 5.5 It is not necessary for the individual or organisation to actually receive any benefit as a result of the bribe. This means that you must not:
 - 5.5.1 give or offer any payment, gift, hospitality, or other benefit that could amount to a bribe, e.g. in the expectation that a business advantage will be received, or to reward any business obtained or retained;
 - 5.5.2 accept any offer from a third party that you know, or suspect, is made with the expectation that we will provide a business advantage for them or anyone else; or
 - 5.5.3 give or offer any payment to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 5.6 A **conflict of interest** can arise when an individual's personal, financial or other interests interfere with the interests of the Group. Even the appearance of a conflict is inappropriate and can damage the Group and its reputation. Activities of relatives and close associates can also cause conflicts of interest. Conflicts take many forms, but they often involve outside employment, interests in other businesses, commercial opportunities and family and close personal relationships. See Appendix 4 for further information.
- 5.7 All forms of bribery, corruption and conflicts of interest are strictly prohibited. This prohibition also applies to third parties acting on any Group Entity's behalf and it is important that this is clearly communicated to any such third party

prior to their engagement. If you are unsure about whether a particular act constitutes bribery, raise it with Group Legal.

- 5.8 No person may threaten or retaliate against another person who has refused to offer or accept a bribe or who has refused to offer or accept a bribe or who has raised concerns about possible bribery, corruption or conflicts of interest.

6 Who can be Involved in Bribery and in what Circumstances?

6.1 Bribery and corruption may be committed by our:

6.1.1 staff (employees, directors etc.) or anyone they authorise to do things on our behalf;

6.1.2 representatives, distributors and other third parties who act on our behalf;

6.1.3 suppliers; and/or

6.1.4 customers (because they might try to induce one of our people to give them more favourable terms).

6.2 Bribery can occur in both the public and private sectors. The person receiving the bribe is usually in a position to influence the award or the progress of business, sometimes a government or other public official.

7 What are Indicators of Corruption and Bribery?

7.1 Common indicators of bribery and corruption include:

7.1.1 payments for abnormal amounts or purposes (e.g. commission), or made in an unusual way, e.g. what would normally be a single payment is made in stages, through a bank account never previously used, or in a currency or via a country which has no connection with the transaction;

7.1.2 process is bypassed for approval or sign-off of terms or other commercial matters, or we are prevented from or hindered in monitoring commercial processes;

7.1.3 individuals are secretive about certain matters or relationships and/or insist on dealing with them personally; they may make trips at short notice without explanation, or have a more lavish lifestyle than expected;

7.1.4 decisions are taken for which there is no clear rationale;

7.1.5 records are incomplete or missing.

7.2 Further indicators of bribery and corruption are set out at Appendix 1.

8 Different Types of Risk and Corruption

8.1 We have identified the below as specific risks that Workers need to be alert to. We will perform periodic risk assessments of the Group's exposure to bribery, corruption and conflicts of interest and make appropriate changes to this Policy as necessary.

8.2 **Gifts and Hospitality** – see Appendix 2.

8.3 **Facilitation (“grease”) Payments** are usually, small amounts paid to officials to provide goods or services to which we are already entitled, e.g.:

8.3.1 speeding up the grant of a licence;

8.3.2 processing government papers such as visas and work permits;

8.3.3 granting a higher commission rate (or any other fees) than contractually agreed in order to expedite payments or the performance of other obligations;

8.3.4 providing police protection and mail pick-up delivery;

8.3.5 scheduling inspections associated with contract performance or inspections related to transit of goods across country; or

8.3.6 providing phone service, power and water supply, loading or unloading of cargo.

8.4 They are common in many countries, particularly those where public officials are poorly paid, but are illegal under BA 2010 and in many other countries where we do business. We do not offer or pay facilitation payments. If you are faced with a request, or a demand, please contact Group Legal immediately.

8.5 **Agents and Intermediaries** – see Appendix 3.

8.6 **Commissions** – all commissions constitute the giving of a financial advantage, although they will not necessarily be bribes, there are a number of potentially significant areas of risk for commission payments;

8.7 **Conflicts of Interest – see also Appendix 4** - all Workers must complete, sign and email the Conflict of Interest Declaration (see Appendix 4) to their Human Resources Department, cc'ing their line manager, as soon as they

become aware of an actual or potential conflict of interest. This should be renewed every year for as long as the conflict remains in place.

- 8.8 **Local customs** – we understand that people in different parts of the world have different social and cultural customs. This does not affect our stance that we do not pay or accept bribes or act corruptly: we do not and will not. However, subject to that position, we understand the need to be sensitive to local customs, e.g. there are cultures in which refusing (or failing to offer) a gift is considered impolite and could alienate a key contact or customer. In such cases, please refer to your line manager or Group Legal.
- 8.9 **Exceptional circumstances** - If a Worker is faced with a threat to their personal safety or that of another person if a payment is not made, they should pay it without fear of recrimination. In such cases your line manager or Group Legal must be contacted as soon as possible, and the payment and the circumstances in which it was made must be fully documented and reported. Your line manager and/or Group Legal will consider carefully whether to involve the police. Such cases will be rare. All Workers visiting regions where these cases are more common should familiarise themselves, prior to travel, with current guidance relating to those countries. For general information on travelling to a particular country, please consult the latest information from the UK government.

9 What Should you do if you Think Something is Wrong?

- 9.1 Each of us has a responsibility to speak out if we discover anything corrupt or otherwise improper occurring in relation to our business. We cannot maintain our integrity unless we do this. If you discover or suspect bribery, corruption or a conflict of interest, whether by:
- 9.1.1 another staff member;
 - 9.1.2 a third party who represents us;
 - 9.1.3 one of our suppliers or competitors;
 - 9.1.4 anyone else – perhaps even a customer;

you must report your suspicions to your line manager or Group Legal in the first instance, or if this is not possible, then follow our Whistleblowing Policy, which can be found on the intranet.

- 9.2 You can do this anonymously.
- 9.3 You must make your report as soon as reasonably practicable. You may be required to explain any delays.

10 Training

All staff will receive training on this and related policies. New joiners will receive training as part of the induction process. Further training will be provided annually or whenever there is a substantial change in the law or our policy and procedure.

Appendix 1. Indicators of Bribery and Corruption

You must remain alert to the warning signs of corruption and make the sort of enquiries that a reasonable person (with the same qualifications, knowledge and experience as you) would make. This appendix identifies warning signs of corruption which require further investigation. These factors do not automatically mean that corruption is taking place – they are merely red flags. However, you should pay particular attention to matters where several factors are present.

- During contract negotiations, or during the completion of a previous contract, the business partner/agent has requested/made abnormal cash payments, including:
 - attempted changes to agreed terms (e.g. requests for payments to be made urgently and/or ahead of schedule);
 - payments being made through a third-party country or to a shell company in another country;
 - an abnormally high commission being paid to a particular agency;
 - requests for payments to be split into two accounts for the same agent, particularly where the two accounts are in different countries; and/or
 - the payment of high-value expenses (e.g. expensive restaurant bills), or non-business expenses (e.g. school fees) on behalf of others.
- There have been private meetings with public contractors or companies hoping to tender for contracts.
- The business partner/agent is reluctant to have representatives of our organisation present at these meetings.
- Lavish gifts/hospitality provided to colleagues or to the customer/potential customer by a business partner/agent.
- There has been a change in the behaviour of colleagues, intermediaries or business partners, e.g.:
 - a colleague does not take time off for sickness/holidays, or insists on dealing with specific customers themselves;
 - a colleague has a lavish lifestyle not commensurate with their salary or what you know of their financial circumstances; and/or
 - a colleague made unexpected/illogical decisions to engage third party suppliers and/or agents (e.g. where there is no business need to do so), in tendering for particular projects, or agreeing to enter into particular contracts.
- Processes have run unusually smoothly in circumstances where a colleague or intermediary does not have the expected level of knowledge or expertise.
- The decision-making process, or terms of delegated powers, have not been followed.
- Contracts which are unfavourable to the Group, either in their terms or period for completion, have been agreed without resistance or appropriate escalation to management.
- Certain contractors have been inexplicably preferred during tendering period (e.g., contractors with inferior knowledge and expertise preferred, when an agreement with a superior contractor was possible).
- Independent checks on the tendering or contracting processes have been avoided.
- Barriers have gone up around specific roles or departments which are key in the tendering or contracting process so that they are no longer transparent.
- Normal tendering or contracting procedures have been bypassed.
- An agent/intermediary fails fully to co-operate with our due-diligence process, including unreasonably failing to provide requested information/documentation.
- Invoices have been agreed in excess of the contract price without reasonable cause.
- Documents or records which should evidence meetings or decisions are missing or incomplete.

Appendix 2. Gifts And Hospitality

A 2.1. Introduction

- A 2.1.1. The Group acknowledges that when conducting normal business, Workers may from time to time wish to provide or receive normal business hospitality to and from customers or service providers or offer or receive gifts of nominal value. Such activities must be carefully monitored and managed and will only ever be acceptable if in compliance with this Policy.
- A 2.1.2. Bribery and corruption are areas where perception is often highly important. Regardless of whether a gift or hospitality has been offered or accepted with purely innocent motives, if an adverse implication on that gift or hospitality could be construed, it puts the business (and the person giving or receiving the gift/hospitality) at risk. It is every Worker's responsibility to ensure that this Policy and Appendix are strictly adhered to at all times.
- A 2.1.3. This Appendix covers the offer/receipt of gifts/hospitality and Workers' notification and record keeping requirements.

A 2.2. Gifts

- A 2.2.1. The financial limits for giving or receiving gifts are contained in the Gifts Threshold Table, which is available on the intranet ("**Gifts Threshold Table**").
- A 2.2.2. If you receive or wish to give a gift valued at more than the monetary limits set out in the Gifts Threshold Table, you must complete our Gift/Hospitality Over Limit Approval Request Form available on the intranet and included at Annex 1. The CEO/ General Manager/ Plant Manager as applicable ("**GM**") will record the details in a central gifts and hospitality register.
- A 2.2.3. Rather than allow you to keep a gift that exposes you and/or the Group or any Group Entity to risk, you may be required to return higher-valued gifts, donate them to charity, or the Group may apply the gift for corporate use.
- A 2.2.4. The Directors of the applicable Group Entity may exercise their discretion to permit gifts which exceed the threshold limit stated in the Gifts Threshold Table.

A 2.3. Hospitality

- A 2.3.1. You may give or receive modest hospitality in the course of your work, providing that such hospitality is reasonable and limited in value and frequency. Examples include:
 - (a) modest meals with people with whom you conduct business;
 - (b) attendance at modest entertainment events, such as a musical performance, the theatre or modest sporting event; or
 - (c) necessary and reasonable travel and accommodation expenses in connection with legitimate business trips.
- A 2.3.2. If you receive or wish to give hospitality that is, or could potentially be perceived as not being modest or reasonable, you must complete our Gift/Hospitality Over Limit Approval Request Form available on the intranet and included at Annex 1. The GM will record the details in a central gifts and hospitality register.
- A 2.3.3. Rather than allow you to accept hospitality that exposes you and/or the Group or any Group Entity to risk, you may be required to decline it.
- A 2.3.4. The Directors of the applicable Group Entity may exercise their discretion when permitting hospitality.

A 2.4. Offer and Receipt of Gifts and Hospitality

- A 2.4.1. You must not offer or receive from any person or organisation any gift or hospitality that:
 - (a) is unduly lavish or extravagant or otherwise inappropriate; or
 - (b) could be seen as an inducement or reward for any preferential treatment.
- A 2.4.2. The Group regards the following to be potentially inappropriate (this list is not exhaustive):
 - (a) a personal or corporate gift to a value in excess of the values stipulated in G&H Table;
 - (b) hospitality that is not modest;
 - (c) any gift or hospitality given or received in secret;
 - (d) any gift or hospitality given in or received in the name of an individual rather than a Group Entity;
 - (e) any gift that is in cash, cash equivalent (e.g. gift cards) or securities;

- (f) gifts or hospitality offered where there is an expectation that the business relationship will be influenced or in exchange for something in return (quid pro quo);
- (g) any gift or hospitality given at a time when you and the other party are negotiating a contract or are in a related vendor selection process;
- (h) any pattern of giving frequent gifts or hospitality, even if of nominal value;
- (i) any gift or hospitality where the timing is such that it appears to be offered in exchange for favourable treatment;
- (j) indecent or sexually oriented gifts or hospitality;
- (k) any gift or hospitality that is illegal or breaches any of our or our customers' policies;
- (l) any gift or hospitality that could adversely impact our reputation;

A 2.4.3. The Group regards the giving or receiving of hospitality where the person providing the hospitality does not themselves attend the event as unusual in the context of our business. If you are offered, or planning to offer such hospitality, you must first consult with your line manager or Group Legal.

A 2.4.4. The monetary limits in in the G&H Table are intended as a maximum. Depending upon the circumstances, a gift of a lesser amount could still be or be perceived as a bribe, as could several small gifts to the same person.

A 2.4.5. For government officials, see section A 2.7.

A 2.4.6. No Worker may offer or receive any gift or hospitality that is in breach of relevant law.

A 2.4.7. In the case of corporate conferences, the limits in the G&H Table still applies and authorisation from the applicable Group Entity Directors will be required for any gifts that exceed the limits stated in the G&H Table and/or for any hospitality that is not modest.

A 2.4.8. If you are in doubt, please contact Group Legal.

A 2.5. Recording Gifts and Hospitality

A 2.5.1. You must, as soon as is reasonably practicable, record all gifts and hospitality made or received in the gifts and hospitality spreadsheet, even if you do not intend to accept the gift or hospitality.

A 2.5.2. The gifts and hospitality spreadsheets are reviewed and monitored by the Group Entity Directors.

A 2.6. Refusing a Gift or Hospitality

A 2.6.1. Where a gift or hospitality prohibited by this Policy is offered to a Worker it should be refused.

A 2.6.2. The Group recognises that in certain situations it can be considered impolite to refuse a gift or hospitality. It is therefore important that gifts/hospitality are refused in a manner sensitive to all the circumstances so as to avoid causing any offence, e.g. by expressing your apologies for not accepting the gift/hospitality and explaining why, mentioning this Policy and specific rules, as necessary.

A 2.6.3. If you are concerned that either returning or declining a gift or hospitality, or that paying for the gift or hospitality may insult the party giving it and therefore have a negative effect on the business relationship, you must report it to Group Legal.

A 2.6.4. If a gift has already been received and the giver refuses to take it back, the gift should be handed to the GM of the relevant Group Entity, who will decide what to do with it.

A 2.6.5. All gifts and hospitality offered or received but refused should be recorded in the gifts and hospitality spreadsheet.

A 2.7. Government Officials

A 2.7.1. The term "**Government Official**" includes anyone who works for or exercises a public function in connection with any governmental or other public body, with particular application to officials with influence over buying decisions on behalf of a public body, agency or enterprise or those involved in public policy decisions. Examples include elected or appointed officials in local or national government, officials or agents of public international organisations, heads of agencies or departments, persons holding a judicial position of any kind, doctors employed by state hospitals, professors employed by state universities, lawyers with public agencies, public librarians, school superintendents and principals.

A 2.7.2. Strict laws prohibit or limit the giving of any type of gift or offering of any type of hospitality to Government Officials. Violations of these laws may result in harsh penalties such as fines, suspension, permanent disqualification from competing for government contracts and even criminal prosecution of the Group and/or individual Workers.

- A 2.7.3. In many cases, conduct that is acceptable in the private sector may violate gift and hospitality laws governing business relationships with governmental agencies.
- A 2.7.4. Offering a gift or hospitality of any value to a Government Official that is intended to induce or reward that official for the performance of an official action may be a bribe and is strictly forbidden.
- A 2.7.5. The prior written authorisation of the GM of the relevant Group Entity is required prior to offering or accepting a gift or hospitality to or from any Government Official. Examples may include:
- (a) paying or reimbursing travel, hospitality or entertainment expenses;
 - (b) making gifts of any kind; and
 - (c) making charitable contributions.
- A 2.7.6. Where the GM of the relevant Group Entity authorises the offering or receiving of a gift or hospitality to or from any Government Official, the details should immediately be recorded in the Gifts and Hospitality register.

Annex 2.1: Gift/Hospitality Over Limit Approval Request Form

We run our businesses with integrity. All of us must work together to ensure our businesses remain untainted by bribery and corruption. This approval request form is integral to that effort. This form must be used in every case where a gift or hospitality is of a value above our allowed limit specified in the Group Anti-Bribery and Corruption Policy. It is to be completed and sent to the CEO/ General Manager/ Plant Manager as applicable.

1. General

Person making request	[Insert name]
Date of request	[Insert date]
Country the donor/recipient of the gift/hospitality is based	[Insert country]
Reason for gift/hospitality	[Insert reason]
Does the gift/hospitality relate to a specific customer or supplier?	<input type="checkbox"/> Yes – state customer or supplier’s name and/or reference <input type="checkbox"/> No <input type="checkbox"/> Don’t know

2. The Gift/Hospitality

Date(s) of offer/receipt of gifts(s)/hospitality	[Insert date(s)]
Nature of gift(s) and/or hospitality	[Insert nature]
Approximate value	[Insert value, including currency]
Name(s) and address(es) of donor(s)/recipient(s)	[Insert name(s) and address(es)]
Has the donor/recipient of the gift and/or hospitality had previous (or are they likely in the future to have) dealings with any Group Entity?	<input type="checkbox"/> Yes—please specify <input type="checkbox"/> No <input type="checkbox"/> Don’t know
Are you aware whether any foreign public official (FPO) is associated with the gift/hospitality?	<input type="checkbox"/> Yes—please specify <input type="checkbox"/> No <input type="checkbox"/> Don’t know
Do any of the following apply: <ul style="list-style-type: none"> • you know or suspect the intention behind the gift is to influence someone to act improperly • the gift seems excessive in the circumstances • the gift could reasonably be perceived to be corrupt • the law of the territory and/or the regulations of the recipient do not allow this sort of donation? 	<input type="checkbox"/> Yes—please contact [insert name] <input type="checkbox"/> No <input type="checkbox"/> Don’t know
Are you are aware of any other reason why the gift/hospitality should be rejected?	<input type="checkbox"/> Yes—please provide further information <input type="checkbox"/> No <input type="checkbox"/> Don’t know

3. Authorisation

Person authorising the request	[Insert name]
Request authorised?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature	
Date form completed	[Insert date]

Appendix 3. Agent and Intermediary Due Diligence Red Flags

This Appendix contains factors that we consider raise a higher probability of improper conduct by an agent or intermediary. Serious red flags are so serious and pose so high a risk that they cannot be resolved and must lead to immediate discontinuing of existing business relationships or the engagement process. Non-fatal red flags may be resolved with additional due diligence. These lists are not exhaustive, and Workers should err on the side of caution and raise any concerns with their line manager or Group Legal.

A 3.1. Fatal Red Flags

- A 3.1.1. Any previous convictions for bribery or similar criminal offences.
- A 3.1.2. The agent/intermediary has previously requested another organisation to prepare false invoices/other documentation.
- A 3.1.3. Refusal to agree to confirm compliance with applicable international bribery laws and the Group's Anti-Bribery and Corruption Policy.
- A 3.1.4. Insistence on contractual provisions or undocumented arrangements that violate the Group's policies.
- A 3.1.5. Insistence on cash payments or payments to unrelated offshore bank accounts.
- A 3.1.6. Refusing to disclose adequate information or failure to respond adequately to our due diligence processes.

A 3.2. Non-Fatal Red Flags

- A 3.2.1. The agent/intermediary is located in or intending to work for us in any country with a Corruption Perception Index score of less than 60.
- A 3.2.2. The agent/intermediary is based in a tax haven or a country with a strong reputation for corruption.
- A 3.2.3. The agent/intermediary or any of its owners/directors etc. have been investigated for bribery or other criminal conduct or have been the subject of a government investigation in relation to the possible breach of other laws.
- A 3.2.4. Any indication that the proposed agent/intermediary has engaged in unethical or illegal conduct.
- A 3.2.5. Services terminated by another organisation without adequate explanation.
- A 3.2.6. The agent/intermediary shares common directors or owners with a customer of the Group.
- A 3.2.7. The agent/intermediary was recommended, proposed, nominated or appointed by a government entity, government official or customer.
- A 3.2.8. During the past five years, any owners, directors, officers, partners, principals or primary contacts have been government employees or officials.
- A 3.2.9. The agent/intermediary or any of its owners etc. are related to a government official who is in a role that is relevant or potentially influential to our business.
- A 3.2.10. The agent/intermediary's role is to enhance our chances of winning commercial and/or government contracts.
- A 3.2.11. The agent/intermediary will have frequent interactions with government officials.
- A 3.2.12. Success fees/performance related payment arrangements.
- A 3.2.13. The agent/intermediary is separately remunerated by a customer or is a trusted adviser to them.
- A 3.2.14. The agent/intermediary charges commissions or fees that are out of proportion to the value of the underlying services.
- A 3.2.15. The agent/intermediary has asked for unusual financial arrangements, e.g. cash or advance payments, payments to another party or invoices/payments to a bank account outside the country where its activities are performed, or its offices are located.
- A 3.2.16. The agent/intermediary does not appear to have organisational resources or staff to undertake the proposed work.
- A 3.2.17. The agent/intermediary requests discretionary authority to handle matters alone.

Appendix 4. Conflict of Interest

This Appendix provides some examples in which a conflict of interest can arise. This is not a definitive list and if you have a sense of 'conflicting loyalties' or other people might reasonably perceive that you have conflicting loyalties, there may be a conflict of interest that should be resolved. Many actual or potential conflicts of interest can be resolved in an acceptable way for both the individual and the Group, but they should always be brought to our attention.

A 4.1. Outside Employment

You must not engage in any freelance, consulting or employed activity that will or may:

- A 4.1.1. adversely affect the quality or quantity of your work for the Group;
- A 4.1.2. compete with one of our businesses;
- A 4.1.3. advance the interests of a supplier, customer or competitor over the interests of the Group;
- A 4.1.4. give the impression that we sponsor or support your outside employment or work with another organisation;
- A 4.1.5. harm our reputation; or
- A 4.1.6. make use of or interfere with the Group's time, facilities, resources, or supplies.

A 4.2. Interests in Other Businesses

- A 4.2.1. Investing in or lending money to a competitor is a prohibited conflict of interest. So too is having a financial or managerial interest in any competitor, customer or supplier you deal with in your job – whether you deal with them directly or via anyone you manage.
- A 4.2.2. You may, however, hold a minor investment in the publicly traded stock of a competitor, supplier, or customer. An investment is minor if it is in an amount that will not influence or appear to influence:
 - (a) any decisions you make on our behalf, particularly taking account of any authority you have to influence our selection of the supplier or relationship with the supplier or customer (Discretionary Authority); or
 - (b) the decisions of the company in which you have invested.
- A 4.2.3. In any event, you may hold up to 1% of the shares of a:
 - (a) competitor that is a publicly traded company; and/or
 - (b) customer or supplier that is a publicly traded company so long as you do not have Discretionary Authority in relation to that customer or supplier.
- A 4.2.4. If you have holdings that are (or grow to be) greater than these limits, you should notify the General Manager of the applicable business unit as soon as possible, who will discuss the matter with GM of the relevant Group Entity.
- A 4.2.5. The above limits do not apply to investments through mutual funds.
- A 4.2.6. There is also the risk of a conflict (or appearance of a conflict) if your spouse, domestic partner, or other close family member works for, consults with, or otherwise has a financial interest in one of our competitors or a customer or supplier. You must disclose any such interest to the Company Secretarial Department who will advise on what, if any, action is to be taken.
- A 4.2.7. Breach of any of these provisions will be considered gross misconduct and the Group will take whatever disciplinary action it deems appropriate.

A 4.3. Commercial Opportunities

- A 4.3.1. You must not use your position within the Group for personal benefit or to benefit relatives or close associates. In particular, you must not take personal advantage of:
 - (a) the Group's property or time;
 - (b) an opportunity that you discover through your position; and/or
 - (c) information about the Group that is not in the public domain – as well as being a potential conflict of interest, this could also amount to insider dealing/trading, which is a criminal offence.

A 4.4. Family and Close Personal Relationships

- A 4.4.1. We do not prohibit the employment of relatives or relationships between co-workers provided they do not impact business operations. However, it is important to ensure the individuals concerned are not and do not appear to be influenced by the close personal relationship.

A 4.4.2. You should not supervise or make employment or contracting decisions involving a relative or someone with whom you have a close personal relationship without the prior written consent of one of the Group Executive Directors.

A 4.4.3. A close personal relationship includes a relationship with:

- (a) your spouse or domestic partner;
- (b) immediate family members (including children and dependents and the children and dependents of your spouse or domestic partner);
- (c) any person with whom you have a close personal relationship; or
- (d) other relationships (relatives, friends, romantic relationships, or significant others) that could influence your objectivity or appear to do so.

A 4.5. What to do in a Conflict Situation

If you think that you might have a conflict of interest (or if you think it could appear to others that you have a conflict), you must complete, sign and email the Conflict of Interest Declaration (see Annex 4.1) to your Human Resources Department, cc'ing your line manager, as soon as you become aware of the conflict. The Human Resources Department and line manager will review the declaration and if applicable, discuss the conflict(s) with you and inform you of any necessary action to be taken. In addition, all Workers must, annually, complete, sign and email to their Human Resources Department a Conflict of Interest Declaration, even if the conflict(s) have previously been notified to the Human Resources Department or there are no conflicts.

A 4.6. Conflict of Interest Examples

<p>There is a role in my team for which my son-in-law has ideal experience and qualifications? It is very difficult to recruit in this area. Does this present a conflict and what should I do?</p>	<p>As a general rule, to avoid the perception of a conflict of interest, you should not recruit or supervise your son-in-law*. However, if your son-in-law is recruited, this must involve a fair and transparent recruitment process.</p> <p><i>*This does not apply where you son-in-law is carrying out temporary work experience, which is usually acceptable.</i></p>
<p>My spouse works as a manager for a supplier that is tendering for a contract with the Group. I will not have the ultimate decision on the selection process, but I do have a small amount of influence. Does this present a conflict?</p>	<p>Yes. Even if your influence is very minor, this is likely to give the appearance of a conflict. You should make the conflict of interest known and recuse yourself from the tender process.</p>
<p>I am a member of a committee that is responsible for evaluating and selecting vendors for a variety of supplies and services. Outside of work, I am friends with of one of the vendors under consideration. Does this present a conflict of interest?</p>	<p>Yes. The close personal relationship is likely to influence or give the appearance of influencing you in evaluating the potential vendors. You should make the conflict of interest known and recuse yourself from the evaluation.</p>



Annex 4.1 Conflict of Interest Declaration

This form is to be used to notify your HR Business Partner and line manager of any actual or potential conflicts of interest.

Name of Worker: _____

Name of Related Party	Relationship to Worker	Nature of Conflict	Relevant Dates		Comments
			From	To	

Signature: _____

Date: _____