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

14. BREACHES OF THIS POLICY

- 14.1. Any employee who breaches this policy will face disciplinary action and/or criminal and/or civil proceedings and penalties, which could result in dismissal for misconduct.
- 14.2. We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

15. OTHER MATTERS

15.1 Amendment of Policy

This Policy can only be amended with the approval of the Board.

15.2 Training

The Company will provide training sessions to assist employees' understanding and management of bribery and corruption issues as appropriate.

15.3 Board review

The Board will review this Policy periodically to ensure effective operation and assess whether any changes are necessary. The General Counsel or Company Secretary will communicate any amendments to employees as appropriate.



Annex 1

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 Legal Department:

1. you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
2. 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;
3. 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;
4. 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;
5. a third-party request that payment is made to a country or geographic location different from where the third party resides or conducts business;
6. a third party requests an unexpected additional fee or commission to "facilitate" a service;
7. a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
8. a third-party requests that a payment is made to "overlook" potential legal violations;
9. a third-party requests that you provide employment or some other advantage to a friend or relative;
10. you receive an invoice from a third party that appears to be non-standard or customised;
11. a third party insists on the use of side letters or refuses to put terms agreed in writing;
12. you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
13. 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
14. you are offered an unusually generous gift or offered lavish hospitality by a third party.