

ANTI-BRIBERY & ANTI-CORRUPTION POLICY

1. *Policy statement*

FAUN Trackway Ltd wishes to conduct all business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to: (i) acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and (ii) implementing and enforcing effective measures to counter bribery and corruption.

2. *About this policy*

2.1 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.

2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities in this area very seriously.

2.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy.

2.4 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.

2.5 This policy may be amended by FAUN Trackway Ltd at any time.

3. *Who must comply with this policy?*

3.1 This policy applies to all persons working for us or on our behalf (or for any FAUN group company or on its behalf) in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, distributors, third-party representatives and business partners or any other person associated with us, wherever located.

3.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

4. *What is bribery and corruption?*

4.1 Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

4.2 Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit of value. All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, please discuss it with the Compliance Manager.

4.3 A person acts improperly where he/she acts illegally, unethically, or contrary to an expectation of good faith or impartiality, or where he/she abuses a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

4.4 Corruption is the abuse of entrusted power or position for private gain.

5. *What You Must Not Do*

Specifically, you must not:

- give, promise to give, or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received or advantage already given;
- accept a payment or 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 in return;
- give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;
- threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption;
- offer or accept a gift from government officials or representatives, or politicians or political parties, without the prior approval of the Compliance Manager;
- give, offer or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome; and/or
- engage in any other activity that might lead to a breach of this policy.

6. *Facilitation Payments and KickBacks*

6.1 Facilitation payments, also known as "back-handers" or "grease payments", are typically unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). "Kickbacks" are typically payments made in return for a business favour or advantage.

6.2 We do not make/offer, and will not accept, facilitation payments or kickbacks of any kind. You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. 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 your Line Manager.

7. *Donations*

7.1 We do not make contributions to political parties nor do we do make charitable donations. No donation must be offered or made without the prior approval of the Compliance Manager.

8. *Gifts and Hospitality*

- 8.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.
- 8.2 A gift or hospitality will not be appropriate if it is: (i) unduly lavish or extravagant, and/or (ii) made with the intention of influencing a third party to obtain or retain business or a business advantage or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 8.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name. Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.
- 8.4 You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 8.5 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 8.6 We appreciate that practice 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, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.
- 8.7 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

9. *Record-Keeping*

- 9.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reasons for making payments to third parties.
- 9.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness and written and/or electronic records maintained of all such dealings. Accounts must not be kept "off-book" to facilitate or conceal improper payments.
- 9.3 Appropriate background/due diligence checks should be carried out on new individuals and companies (such as agents and suppliers) that are engaged on behalf of FAUN.

10. *Your Responsibilities*

- 10.1 You must ensure that you read, understand and comply with this policy.
- 10.2 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. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 10.3 You must notify 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 below in section 12.

11. *How to Raise a Concern*

- 11.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 11.2 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify the Compliance Manager as soon as possible.
- 11.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with the Compliance Manager as soon as possible.
- 11.4 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. 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.
- 11.5 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

12. *Potential Risk Scenarios: "Red Flags"*

- 12.1 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.
- 12.2 If you encounter any of these red flags while working for us, you must report them promptly to your 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.