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**Fluid Transfer International Ltd**

**ANTI-BRIBERY AND CORRUPTION CODE OF  
CONDUCT**

28<sup>th</sup> September 2012

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## **INTRODUCTION BY MANAGING DIRECTOR**

Fluid Transfer International Ltd (the “Company”) is committed to conducting its business around the world with the highest degree of integrity. This commitment includes a zero tolerance approach towards all forms of bribery and corruption.

This Code of Conduct has been formally approved by the Board of Directors and extends to all of the business dealings and transactions in all countries around the world in which the Company, its associates, joint venture partners or agents operate.

It is a mandatory requirement that all people who perform services for or otherwise act on behalf of the Company (“Relevant Persons”), including directors, officers, employees, joint venture partners, agents, advisors, and suppliers, whether located in the UK or abroad, comply with this Code of Conduct. You should ensure that you are fully familiar with its contents, refreshing your memory as necessary from time to time. The Company has appointed a Compliance Officer (whose contact details are set out in Section 5 below) to whom you can address any queries or concerns.

Engaging in bribery and corruption is unlawful under the UK Bribery Act 2010 (the “Bribery Act”) and any employee, director or officer found to have breached this Code of Conduct will be liable to disciplinary action which may result in dismissal or other serious sanctions. Breaches of this Code of Conduct by suppliers, joint venture partners or third party contractors and advisors to the Company may result in immediate termination for breach of all contracts with the Company.

Further, engaging in bribery and corruption whether at home or abroad will constitute a criminal offence under the Bribery Act which will expose both the Company and you personally to serious criminal sanctions including unlimited fines and the risk of imprisonment of up to 10 years.

All of us share a responsibility to ensure compliance with this Code of Conduct and, should you become aware that any Relevant Person may have committed an act of bribery or corruption, then you must report your concerns immediately to the Compliance Officer. In addition to this Code of Conduct, the Company operates a strict Whistleblowing policy and you can be assured that reporting any concerns will not result in you receiving any negative or retaliatory treatment from the Company.

I know that everyone within the Company shares the commitment of the Board of Directors to ensuring that the highest standards of integrity are maintained and that I can count on you for your full support.

Thank you.

**John Little**

**Managing Director**

28/09/2012

## 1 DEFINITION OF BRIBERY AND CORRUPTION

- 1.1 For the purposes of preparing this Code of Conduct and the compliance programme associated with it, the Company has defined “**Bribery**” and a “**Bribe**” to mean:

*“A bribe is any financial or other advantage offered, promised, provided or received by an individual or a company (whether directly or indirectly) in order to induce or gain any commercial, contractual, regulatory or personal advantage.”*

- 1.2 The Company has defined “**Corrupt**”, “**Corruption**” and “**Corrupt Activities**” to mean:

*“the abuse of entrusted power for private or business gain”.*

- 1.3 To assist in the identification of behaviour or actions which may be considered to constitute a Bribe and circumstances where individuals should be particularly alert to the risk of Bribery or Corruption taking place, a non-exhaustive list of examples of acts of Bribery and indicators that an individual may be liable to engage in Corrupt Activities are set out in Schedule 1 at the end of this Code of Conduct.

## 2 GENERAL ANTI-CORRUPTION AND BRIBERY OBLIGATIONS

- 2.1 The Company is committed to conducting its business around the world with the highest degree of integrity and in full compliance with all applicable laws. This commitment includes a zero tolerance approach towards all forms of Bribery and Corruption and the Company is committed to maintaining in force appropriate checks and procedures to ensure that all persons working for or dealing with the Company respect and comply with this Code of Conduct.
- 2.2 The Company and all Relevant Persons must not engage in any form of Bribery or other Corrupt Activities anywhere in the world, nor will the Company request any Relevant Person or third party to engage in Bribery or other corrupt activities on its behalf. This prohibition includes, but is not limited to, the payment or receipt of Bribes by or on the behalf of the Company and/or encouraging, asking or arranging for anyone else to make or receive Bribes for the Company.
- 2.3 This Code of Conduct has been formally approved by the Board of Directors of the Company and any breach will be considered by the Company to be a serious offence.
- 2.4 Any director, employee or officer who is found to have breached this Code of Conduct will be liable to disciplinary action in accordance with the Company’s disciplinary policy (which is available in the Staff Handbook) which may result in dismissal or other serious sanction. Breaches of this Code of Conduct by licensees, third party contractors and advisors to the Company may result in immediate termination for breach of all contracts with the Company.
- 2.5 Equally, no director, employee or officer of the Company will face less favourable treatment nor be discriminated against in any way as a result of the Company losing business due to that director, employee or officer complying with their obligations under this Code of Conduct.

### **3 INTERACTION BETWEEN THIS CODE OF CONDUCT AND OTHER LAWS AND REGULATIONS**

- 3.1 This Code of Conduct sets out the minimum standards and requirements which the Company expects Relevant Persons to adhere to. Where the local laws or customs in any country in which the Company is carrying out business provide that a higher standard of conduct is required then that higher standard must be followed by the Company and Relevant Persons at all times in accordance with all applicable written local laws.

### **4 USE OF PERSONAL FUNDS**

- 4.1 The use of money belonging to the Company to fund any activities which are prohibited under this Code of Conduct is strictly prohibited in all circumstances.
- 4.2 Further, the use of personal funds to finance any activities which are prohibited under this Code of Conduct is also strictly prohibited in all circumstances. The fact that reimbursement of the cost of any prohibited activity was not sought will not constitute justification or a defence for breaching this Code of Conduct or for committing any criminal offence.

### **5 COMPLIANCE OFFICER**

- 5.1 Whilst the Board of Directors retains ultimate accountability for compliance by the Company with the requirements of this Code of Conduct, the Company has appointed Richard Iles-Caine as its designated Compliance Officer.
- 5.2 Richard Iles-Caine is Finance Director in the Company and has day to day responsibility for oversight of the Company's anti-bribery and corruption efforts and for reporting on progress and compliance with this Code of Conduct to the Board of Directors.
- 5.3 If you have any queries or comments concerning this Code of Conduct or, should you need to report any concerns regarding potential breaches of this Code of Conduct then you should raise those in the first instance with Richard Iles-Caine by either emailing him at [r.caine@fluid-transfer.co.uk](mailto:r.caine@fluid-transfer.co.uk) or calling him on +44(0)453 833381.

### **6 SIGNIFICANT AREAS OF RISK FOR THE COMPANY**

- 6.1 The following areas are considered to pose a significant risk to the Company:
- (a) Sales are made to countries with a high corruption index.
  - (b) Fluid Transfer International makes use of Intermediaries in the supply of vehicles overseas.

### **7 FACILITATION PAYMENTS**

- 7.1 In certain countries, it may be customary to make small payments to local officials in order to obtain the performance of "non-discretionary or clerical routine government actions" such as obtaining visas or securing customs clearance.

- 7.2 Facilitation payments are illegal under UK law and Relevant Persons must not make facilitation payments in any circumstances. The Company is committed to identifying and eliminating facilitation payments.
- 7.3 If you are asked to make a payment on behalf of the Company, 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 Officer and wherever possible before making the payment. If you have any suspicion that the payment is a facilitation payment you should not make it.

## **8 EMERGENCIES AND PERSONAL SAFETY**

- 8.1 The Company acknowledges that in rare circumstances, individuals may be placed in extreme situations involving duress, extortion or threats to personal health or safety unless they agree to engage in conduct which would ordinarily constitute a breach of this Code of Conduct.
- 8.2 In these circumstances, the making of payments or the taking of other actions which would ordinarily constitute a breach of this Code of Conduct is permitted provided that the incident in question is reported to the Compliance Officer as soon as possible and the individual in question participates in any subsequent investigation by the Company and/or any enforcement authorities.

## **9 HOSPITALITY AND GIFTS**

- 9.1 Corporate hospitality and promotional or other business expenditure which seeks to improve the image of the Company, better present the Company's products and services or establish cordial relations, is recognised as an established and important part of doing business. Such hospitality and expenditure must not however be used to influence other people to secure business or a business advantage for the Company. In all cases hospitality and expenditure must be transparent, reasonable and proportionate in the circumstances and bonafide. The following should therefore be complied with:

### **9.2 Entertainment and Hospitality**

- (a) From time to time, it may be appropriate for the Company in the course of legitimate business dealings to provide reasonable and proportionate entertainment (which includes hospitality) to third parties. However, the Company must ensure that any such entertainment does not constitute (nor risk being perceived as constituting) Bribery and that it complies with any local laws.

- (b) Accordingly, entertainment may only be provided to third parties on behalf of the Company if the following rules are adhered to:

#### **(i) No Lavish, Costly or Inappropriate Entertainment**

Any form of entertainment which might be considered to be lavish, expensive or inappropriate is prohibited in all circumstances. This includes the provision of lavish and expensive meals, overnight stays in costly hotels and any form of adult entertainment.

The total cost of any entertainment provided to any one person on any one occasion must not exceed £50 and, must not exceed £200 in any one year.

Individuals providing or authorising the provision of entertainment on the behalf of the Company must keep full records of any entertainment provided to enable the Company to verify compliance with this requirement.

**(ii) Entertainment to be Paid for Directly**

The Company should pay the cost of any entertainment provided directly to the relevant service provider i.e. the restaurant or hotel in question.

In exceptional circumstances, it may be necessary to reimburse third parties for the cost of entertainment which the Company is paying for. This is only permitted if the following requirements are met:

- (A) such indirect payments must not become a matter of routine or course;
- (B) reimbursement must not be provided where there is any suggestion that the service provider in question is in some way connected with the third party to whom the Company is making payment and/or that such third party will receive a commission or “cut” from that service provider of any payments which it receives from the Company; and
- (C) original itemised receipts from the applicable service providers must be obtained from the third party to whom payment is being made. Copy or generic receipts generated by that third party itself are not acceptable.

**(iii) No Cash Allowances**

Under no circumstances are cash or cash allowances (such as the provision of “per day” cash payments to individuals which the Company has no control over the spending of and, no receipts evidencing payments from that money are expected to be provided) to be paid as part of any entertainment provided by the Company.

**(iv) Company Representative to be Present**

It is only appropriate for the Company to fund entertainment at which representatives of the Company are present or which is clearly endorsed by or connected with the Company – for example, sponsorship of an exhibition or event open to the general public where it is clearly unrealistic for a representative of the Company to be continually present. However, the provision of specific entertainment for specific individuals where no representative of the Company is present is prohibited in all circumstances

**(v) Person to whom Entertainment may be Provided**

In the usual course of dealings, the Company expects that entertainment should only be provided to those individuals with whom the Company has business dealings or is looking to have business dealings (for example, prospective or target clients) and should not as a matter of course extend to the family or friends of the individual in question. However, the Company also acknowledges that in certain circumstances and, provided that all other requirements of this Code of Conduct are met, it may be appropriate to extend some entertainment to family members of an individual.

In this respect, the Company expects individuals to adopt a common sense approach which reflects both the spirit and letter of this Code to decide whether it would be appropriate in the circumstances to provide entertainment or hospitality to family members and to refer any uncertainties to the Compliance Officer. For example, hosting a table at a charity ball to which clients and their partners are invited is unlikely to result in any breach of this Code of Conduct whereas paying for a client and their partner to go on holiday is clearly inappropriate.

Entertainment should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior written approval of the Compliance Officer.

**(vi) Timing of Entertainment**

Entertainment must not be provided in order to specifically influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be given to when any entertainment is provided and under no circumstances should entertainment be provided (nor should any offer be made to provide entertainment at a later date) during the course of negotiations between the Company and any third party or whilst the Company may be tendering for the award of any work over which the recipient of any entertainment may have any influence.

- (c) In addition to applying where the Company is providing entertainment to a third party, the above rules apply equally where a third party offers to entertain you.
- (d) You are only permitted to accept entertainment from third parties with whom the Company deals and which meets all of the above requirements and you must not accept any form of entertainment where doing so might be interpreted as you accepting a Bribe or result in any suggestion that you are obliged to act other than in the best interests of the Company or in breach of this Code of Conduct.
- (e) All entertainment and hospitality that is given or received by you must be recorded in the Gift & Entertainment Register held by the Compliance Officer.
- (f) Any offer to provide you with entertainment, which, if accepted, would constitute a breach of this Code of Conduct, must be reported as soon as possible to the Compliance Officer.



### 9.3 Gifts

The following is a non-exhaustive list of examples of items the Company would consider gifts.

- Cash or cash equivalent (such as gift, prepaid or stored-value cards);
- Stocks or securities;
- Participation in stock offerings;
- Tickets and gift certificates;
- Artwork;
- Jewellery;
- Equipment;
- Electronics (e.g. laptops, cameras);
- Delicatessen products (e.g. food, tea, alcohol, cigarettes);
- Discounts;
- Loans;
- Favourable terms on a product or service;
- Prizes;
- Donations to charity;
- Transportation;
- Use of vehicles;
- Use of vacation facilities or hotels;
- Home improvements.

(a) From time to time, it may be appropriate for the Company in the course of legitimate business dealings to provide reasonable and proportionate small gifts to third parties. However, the Company must ensure that any such gifts do not constitute (nor risk being perceived as constituting) Bribery.

(b) Accordingly, gifts may only be provided to third parties on the behalf of the Company if the following rules are adhered to:

**(i) No Cash Gifts**

Under no circumstances are cash gifts to be provided on the behalf of the Company. This prohibition includes not only cash but any form of “cash equivalent” such as gift vouchers.

**(ii) Gifts to be of Nominal Value**

Gifts must be of nominal value and in no circumstances should any gift be open to the accusation that it is lavish or excessive. Accordingly, the cost of any single gift should not exceed £50 and, the costs of gifts given to any one person in any year must not exceed £100 in total.

Individuals providing or authorising the provision of gifts on the behalf of the Company must keep full records of any gifts provided to enable the Company to verify compliance with this requirement.

**(iii) Gifts to be Limited Only to Those Dealing with the Company**

Gifts may only be provided to those individuals with whom the Company has business dealings. The provision of discrete gifts paid for by the Company must not be extended to the family or friends of the individual in question although, joint gifts (such as the sending of flowers to a client and their partner to mark the birth of a child) are permitted.

Entertainment should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of [the Compliance Officer or some other senior decision-maker].

**(iv) Gifts to be Given Openly**

Gifts should be given in an open and transparent manner. Gifts must not be given in secret nor any attempt made to disguise the fact that a gift has been provided on the behalf of the Company to a particular person.

**(v) Timing of Gifts**

Gifts must not be given in order to influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be given to when any gift is provided and under no circumstances should gifts be given (nor should any offer be made to provide a gift at a later date) during the course of negotiations between the Company and any third party or whilst the Company may be tendering for the award of any work over which the recipient of any gift may have any influence.

**(vi) No Routine Gifts**

Gifts must not be given as a matter of routine or course and should be linked in most cases to a particular occasion or event – for example, the provision of small promotional items such as branded pens or memory sticks or the sending of congratulatory flowers to a customer on the birth of a child.

Other than in the case of small promotional items which are being provided by the Company generally, no more than two gifts may be provided to any person on the behalf of the Company in any year.

- (c) In addition to applying where the Company is providing a gift to a third party, the above rules apply equally where a third party offers a gift to you.
- (d) All gifts that are given or received must be recorded in the Gift & Entertainment Register held by the Compliance Officer.
- (e) You are only permitted to accept gifts from third parties with whom the Company deals and which meets all of the above requirements and you must not accept any gift where doing so might be interpreted as you accepting a Bribe or result in any suggestion that you are obliged to act other than in the bests interests of the Company or in breach of this Code of Conduct.

- (f) Any offer to provide you with a gift which, if accepted, would constitute a breach of this Code of Conduct, must be reported as soon as possible to the Compliance Officer.

#### 9.4 Third Party Travel and Accommodation

- (a) The provision of travel and accommodation to an existing or prospective client, customer or business partner of the Company or the reimbursement of travel and accommodation expenses incurred by such a person which do not form a part of an existing contractual arrangement, should only be made if authorised by the Compliance Officer. If a third party is to be reimbursed for travel and accommodation expenses, Company Personnel must ensure, wherever possible, that these expenses are paid directly to the provider of the service in question. If this is not possible or appropriate, then such reimbursement should only be made against the production of invoices or other documentation evidencing the expenditure.

### 10 REPORTING CONCERNS

- 10.1 In the event that you become aware that any Relevant Person has committed any breach (or should you suspect that they may have done so but are not certain) then you must report your concerns immediately to the Compliance Officer for further investigation. You must also tell the Compliance Officer 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.
- 10.2 Any concern which you report to the Compliance Officer will be treated in confidence and investigated as soon as possible. Unless doing so would compromise the course of any investigation or enforcement action, the Compliance Officer will keep you informed of the status and ultimate outcome of that investigation.
- 10.3 The Company wishes to encourage a culture where individuals feel able to raise concerns about the manner in which the Company is conducting its business without fear of retaliation or reprisal. Accordingly, the Company strictly prohibits the taking of such action against any individual who reports any breach or suspected breach of this Code of Conduct. If you believe that you have suffered any such treatment, you should inform the Compliance Officer immediately. Further details of the measures which the Company has taken to ensure this are set out in the Company's Whistleblowing policy (which is available from the HR department).

### 11 DEALING WITH AGENTS, SUPPLIERS AND OTHER THIRD PARTIES

- 11.1 The Company regularly deals with third parties (such as licensees, agents, consultants, joint venture partners and suppliers) who may act on its behalf or otherwise be perceived as being connected with the Company. All such third parties are subject to this Code of Conduct in the same way as directors, officers and employees of the Company are and you must not ask or authorise any third party to do anything on the behalf of the Company which the Company is not permitted under this Code of Conduct to do directly itself.

11.2 The following specific rules apply to the Company's dealings with any such third parties:

**(a) Due Diligence to be Undertaken**

Before entering into any business arrangement with a third party who will be acting on the behalf of or representing the Company, appropriate enquiries should be made into their background, capabilities and reputation. In particular, consideration should be given as to whether there is any suggestion or risk that the third party in question might be particularly susceptible to engaging in Bribery or other forms of Corrupt Activities

Whilst it is acknowledged that some limited dealings with such third parties may be necessary before the due diligence process on that third party has been completed and/or a written agreement entered into with the Company, this should be considered to be the exception rather than the rule and in any event is only permitted if the following guidelines are followed:

- (i) it is never appropriate to engage third parties to undertake high-value, high-risk or complicated transactions without the due diligence process on that third party having been satisfactorily completed and a signed written agreement entered into;
- (ii) it is never appropriate to engage third parties if there are any signs that such third party will (or is likely to) engage in Bribery or other Corrupt Activities on the behalf of the Company; and
- (iii) engaging third parties prior to a signed written agreement is entered into should only ever be considered to be an interim measure in exceptional circumstances and a signed written agreement should be entered as soon as possible. The unwillingness of a third party to participate in a timely manner in the due diligence process and/or delays or refusals to enter into a written agreement without good reason should be considered signs that such third party is susceptible to engaging in Bribery or other forms of Corrupt Activities.

Further guidance on due diligence is available in the "Third Party Due Diligence Guidance" policy which is available from the HR department.

**(b) Concerns Must be Reported**

If you are aware (or have reason to suspect) that any third party acting on the behalf of the Company has committed any breach of this Code of Conduct then you must report those concerns to the Compliance Officer in accordance with Section 10 above.

Failing to report concerns about a third party acting on the behalf of the Company, "turning a blind eye" to unacceptable conduct or deliberately ignoring signs which suggest that a third party is or may be engaging in Bribery or other forms of Corruption are all considered to be breaches of this Code of Conduct. In addition, such behaviour may expose you to the risk of personal criminal liability.

**(c) Payments to Third Parties to be Reasonable and Justifiable**

The Company must avoid the accusation that it has engaged in Bribery by paying “over the odds” to any third party who is providing goods or services to the Company.

Whilst the Company accepts that given the nature of its business and the realities of commercial negotiation, there can be no definitive rule as to how payments to third parties should be calculated, the following guidelines must be adhered to:

- (i) in all circumstances, payments should be commercially reasonable, commensurate with the goods or services which have been provided to the Company and generally in accordance with the same level of charges made by other third party suppliers providing similar goods or services in the country in question. Payments should not be above the market rate unless there are legitimate commercial reasons for doing so which are recorded in writing and authority has been obtained from the Board of Directors;
- (ii) charges which are calculated by reference to significant commissions or success fees should be used with caution and are not appropriate where they may motivate the third party in question to engage in Bribery or other forms of Corrupt Activities. All commission payments in jurisdictions below country 32 or with a score below 6 in Transparency International’s Corruptions Perceptions Index (<http://cpi.transparency.org/cpi2011/results/>) require prior written approval from the Compliance Officer;
- (iii) payments relating to the provision of goods or services to the Company or other cost items must only be made if the Company has agreed in writing to pay them and they can be accounted for;
- (iv) no payment may be made to any third party unless and until an itemised invoice clearly detailing what goods, services or other items the Company is paying for has been provided to the Company and those charges accord with the agreed payment arrangements with that third party;
- (v) payments must be made directly to the third party providing goods or services to the Company and remitted to a bank account located in the same country in which that third party is established. Where the third party is a company, payment should only be made to the company and not any individuals employed by it or acting on behalf of it (or any other person). Payment in cash is not permitted;
- (vi) variations to the charges payable by the Company to third parties are only permitted where they are in accordance with the agreed terms of the relevant written agreement or are otherwise agreed to by the Company as commercially justifiable. Sudden requests by a third party to significantly increase the charges payable to them where there is no apparent increase in their costs or other good justification should be considered signs that such third party is susceptible to engaging in Bribery or other forms of Corrupt Activities; and

- (vii) requests to participate in arrangements to keep payments “off the record” or unaccounted for must be refused in all circumstances. Following any such request, the Compliance Officer must be consulted immediately.

(d) **Terms of contracts with third parties**

Agreements with third parties should be subject to written contracts, which must accurately reflect the nature of the relationship. As appropriate, contracts should include the following provisions:

- (i) representations with regard to compliance with applicable anti-corruption laws;
- (ii) representations that the third party is not / has not been the subject of a criminal investigation and has not been convicted under the laws of relevant countries for offences of or relating to bribery, corruption, fraud, money laundering or violation of laws / regulations governing business enterprises;
- (iii) undertakings regarding the performance of the contract in accordance with the Company’s anti-corruption policies and legal requirements;
- (iv) undertaking to keep complete and accurate books and records relating to the third party’s relationship with the Company;
- (v) indemnity of the Company in the event of the third party’s breach of the contract’s anti-corruption provisions;
- (vi) right of the Company to audit the third party’s records and third party obligation to comply with any investigation into alleged breaches of the Code of Conduct;
- (vii) right of the Company to terminate the contract in the event of Bribery or Corruption Activities by [or on behalf of] the third party.

**12 CHARITABLE AND POLITICAL DONATIONS**

- 12.1 From time to time, the Company may make charitable donations either of its own volition or in response to requests from third parties.
- 12.2 Care must be taken when making any charitable donation on the behalf of the Company to ensure that such donation is for bona fide charitable purposes and is not in reality a Bribe (or likely to be considered to be a Bribe by an independent observer).
- 12.3 Accordingly, all charitable donations to be made by the Company must be pre-authorised by the Compliance Officer.
- 12.4 As a matter of policy, the Company does not make donations to political parties and no person is authorised to make or authorise payments to political parties which purport to be on the behalf of the Company. This prohibition extends not only to cash donations to political parties but also, to the provision of other assistance to political parties which would involve the Company including, but not limited to:

- (a) campaigning on the behalf of political candidates on Company premises;
- (b) allowing Company property to be used to assist in campaigning on the behalf of a political party (such as the printing of leaflets);
- (c) the purchasing on the behalf of the Company (or using Company funds to purchase) tickets to fundraising events held by political parties;
- (d) making donations on the behalf of the Company (or using Company funds to make donations) to “think tanks” or research bodies with a known affiliation to a particular political party or ideology; and/or
- (e) authorising any political candidate or party to represent that they are in any way affiliated with the Company.

### **13 SPONSORSHIP**

- 13.1 Unless you have been granted written approval by the Company to do so, you may not enter into any sponsorship arrangement on behalf of the Company nor agree that any third party may represent that they (or their products or services) are in any way affiliated with or sponsored or endorsed by the Company.
- 13.2 You should refer any sponsorship or endorsement requests which you receive to the Compliance Officer.
- 13.3 If you become aware that any third party is falsely claiming to be affiliated, sponsored or endorsed by the Company then you must report that to the Compliance Officer as soon as possible.

### **14 DECLARATION OF INTERESTS**

- 14.1 All of the Company’s directors, employees, licensees, officers, consultants, joint venture partners and agents must declare any personal or business interests that they or a close relative has in relation to any current or future business transaction. Any such interests must be reported to the Compliance Officer.

### **15 INVESTIGATIONS AND AUDITING**

- 15.1 The Compliance Officer will monitor the effectiveness and review the implementation of this Code of Conduct regularly, 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 people subject to this Code of Conduct are responsible for its success and should ensure that they use it to disclose any suspected bribery or suspicious circumstances to the Compliance Officer. The Compliance Officer is responsible for investigating any suspicious activity or reports made to him.
- 15.3 The Compliance Officer is responsible for the creation of policies and procedures in relation to how reports of suspicious activities will be investigated.

- 15.4 It is the responsibility of the Compliance Officer to report to the Board on a regular basis in relation to the performance of the Company under this Code of Conduct and in relation to any incidents of bribery or corruption.
- 15.5 The Company acknowledges that its business and potentially the risks of bribery and corruption it faces will change over time, and it is the responsibility of the Compliance Officer to ensure that this Code of Conduct and other anti-bribery and corruption procedures remain relevant to the Company and to respond to other external stimuli that may affect the procedures that the Company needs to have in place.

## **16 ANNUAL REVIEW**

- 16.1 This Code of Conduct and the supporting controls and procedures which the Company has put in place to assist with compliance will be subject to review by the Board of Directors at least annually and, any changes or additions will be communicated to the wider Company following approval.



## SCHEDULE 1

### 1 EXAMPLES OF ACTS OF BRIBERY AND CORRUPTION

1.1 The following is a non-exhaustive list of conduct and actions which the Company considers to constitute acts of Bribery:

- (a) the payment of cash or cash equivalents (such as gift vouchers) to individuals who may be able to influence a decision to award work to the Company or to government officials in order to secure favourable treatment for the Company and in either case, to members of their family or other persons associated with them;
- (b) the payment of unauthorised charitable or political donations by the Company where the individual requesting that the Company makes that donation stands to personally benefit from it;
- (c) making loans to individuals who may be able to influence a decision to award work to the Company or to government officials in order to secure favourable treatment for the Company and in either case, to members of their family or other persons associated with them; and/or
- (d) the payment or facilitation payments;
- (e) paying for travel, accommodation, meals, expenses etc. for individuals who may be able to influence a decision to award work to the Company or to government officials in order to secure favourable treatment for the Company and in either case, to members of their family or other persons associated with them (unless permitted in accordance with Section 9 above).

### 2 EXAMPLES OF BEHAVIOUR WHICH SUGGESTS AN INCREASED RISK OF BRIBERY OR CORRUPTION

2.1 The following is a non-exhaustive list of conduct, circumstances and actions which the Company considers to constitute warning signs that a third party with whom the Company is dealing may be particularly susceptible to the risk of engaging in Bribery or other forms of Corrupt Activity:

- (a) dealings in any country which has been independently assessed or has a reputation for being particularly susceptible to Corruption – see for example the annual independent Corruption Perceptions Index published by Transparency International at <http://cpi.transparency.org/cpi2011/results/>;
- (b) dealings with individuals who have a close personal relationship with government officials, particularly if that official has responsibility for an area which might impact on the transaction under discussion and/or is located in a high-risk country as referred to above;
- (c) dealings with individuals or organisations who adopt an unjustified or unusual degree of secrecy and/or who refuse to answer any reasonable questions about their conduct;
- (d) requests for the Company to make payment of charges due from it in cash; to countries other than that where the party receiving payment is based; to third

parties not involved in the transaction in question; and/or in the absence of a formal receipt or invoice detailing how the charges in question have been incurred;

- (e) requests for sudden increases in charges for no apparent or justifiable reason; and/or requests for the Company to pay non-contractual, inflated or unexpected bonuses, commissions or expenses claims;
- (f) any requests for the Company to assist in keeping transactions or accounts “off the record”;
- (g) refusal or unwillingness of individuals to allow the Company to deal with anyone other than them within their organisation;
- (h) refusal, unwillingness or undue delay in complying with the Company’s due diligence processes;
- (i) refusal, unwillingness or undue delay in entering into a written agreement with the Company and/or continually raising further issues each time a written agreement looks likely to be concluded;
- (j) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with the Company, or carrying out a government function or process with the Company;
- (k) 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;
- (l) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (m) a third party requests that a payment is made to “overlook” potential legal violation;
- (n) a third party requests that you provide employment or some other advantage to a friend or relative;
- (o) receipt of an invoice from a third party that appears to be non-standard or customised;
- (p) invoice for a commission or fee payment that appears large given the service stated to have been provided;
- (q) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or know to us;
- (r) offer of an unusually generous gift or offered lavish hospitality by a third party; and/or
- (s) any other request, conduct or circumstance which appears to be suspicious or “not quite right” particularly if you would not wish your involvement with that request, conduct or circumstance to become a matter of public knowledge.