

**CONTENTS**

|  |    |
|--|----|
| 1. Policy statement.....                                   | 1  |
| 2. About this Policy and risk assessment.....              | 2  |
| 3. Who must comply with this Policy?.....                  | 5  |
| 4. Who is responsible for the Policy?.....                 | 5  |
| 5. What are bribery and corruption? .....                  | 5  |
| 6. What you must not do .....                              | 6  |
| 7. Facilitation payments and kickbacks .....               | 7  |
| 8. Gifts, hospitality and expenses.....                    | 7  |
| 9. Donations.....  | 9  |
| 10. Group relationship with First Nation Communities ..... | 9  |
| 11. Record-keeping.....                                    | 10 |
| 12. Your responsibilities .....                            | 10 |
| 13. How to raise a concern.....                            | 10 |
| 14. No-Retaliation .....                                   | 11 |
| 15. Training and communication .....                       | 11 |
| 16. Breaches of this Policy .....                          | 11 |
| 17. Potential risk scenarios: "red flags" .....            | 11 |

## 1. POLICY STATEMENT

- 1.1. It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2. We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate, including the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the Australian Criminal Code, Singapore's Prevention of Corruption Act and the UK Bribery Act. As our head office is based in the UK this Anti - Bribery & Corruption Policy ("Policy") focuses on compliance with the UK Bribery Act with which we must all comply in respect of our dealings in the UK and abroad. Nevertheless, employees must abide by all applicable anti-corruption laws. Virtually every country in which we do business prohibits bribery and corruption of government officials and many prohibit private sector bribery.

## 2. ABOUT THIS POLICY AND RISK ASSESSMENT

- 2.1. Whilst our Business Ethics & Conduct Policy provides guidance on common ethics and compliance issues, this Policy focuses specifically on the bribery and corruption risks that may affect the Group's business from time to time.

The purpose of this Policy is to:

- 2.1.1. set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- 2.1.2. 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 authorise, 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. Greater penalties may apply under other applicable anti-corruption laws. We take our legal responsibilities very seriously.
- 2.3. 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; "**Group**" means all entities within the Centurion Group of companies; and "**employees, staff or you**" means any person working for the Centurion Group of companies from time to time.
- 2.4. This Policy does not form part of any employee's contract of employment and we may amend it at any time.

**ABOUT THIS POLICY AND RISK ASSESSMENT (continued)**

2.5. We have identified that the following are particular risks for our business:

2.5.1. Third party agents or contractors

Third parties may be engaged to represent our business interests from time to time, whether as a contractor or agent or otherwise and we recognise that in some cases such relationships may pose a risk to our organisation.

We are ultimately responsible for the actions of anyone acting on our behalf therefore it is important that throughout the life of the relationship we continue to monitor our third party representatives to ensure that we are collaborating ethically. For further information on how we select, diligence, approve and monitor our third party representatives please refer to the Group's Agents and Other Representatives Policy FPP 74. For assistance with appropriate contractual wording please contact either your line manager, Geomarket or Segment leader or the Group General Counsel.

2.5.2. High risk jurisdictions

The Group may enter into contracts with third parties operating in jurisdictions known to have a history for corruption, or what we would deem to be "high risk" jurisdictions.

In the event that a contract is to be entered into in a higher risk jurisdiction then this should first be discussed with and approved by the Group General Counsel to ensure that any risk of bribery and corruption are reviewed, and steps are taken to mitigate such risks. For further information on jurisdictions that may from time to time be deemed to represent a higher risk please contact the Group General Counsel.

2.5.3. Gifts, travel, corporate hospitality and entertainment

As with any organisation, the giving or receiving of gifts, providing or attending corporate hospitality or other entertainment are part of doing business. However, there is always a risk that gifts or entertainment are given or received for the purposes of influencing a person to do something that they should not (for example, awarding a contract unfairly or not following the established process) or to reward a person for refraining from taking an act that may disadvantage the Group (for example, imposing a tax levy or fine).

Accordingly, great care must be taken by all employees to ensure that the giving or receiving of gifts or any other entertainment does not go beyond that which is reasonable and proportionate in the context of the particular business relationship.

Employees must think carefully before giving or receiving gifts or entertainment and should consider whether the gift or entertainment being considered could create the appearance of impropriety and raise questions for the Group.

Employees must comply at all times with section 8 of this Policy, which deals in particular with the provision of entertainment at sporting events (section 8.6) and other offsite client entertaining (section 8.7).

**ABOUT THIS POLICY AND RISK ASSESSMENT (continued)**

**2.5.4. Facilitation payments, kickbacks or exchange of favours**

In some jurisdictions in which our business operates, there is a risk that third parties with whom we do business may ask for additional payments or favours to be made to ensure that tasks that should, without that payment being made or favour given, be completed in any event. These payments are facilitation payments, often known as grease payments. We do not pay any form of facilitation payment, grease payment or kick-back to anyone in our day to day business dealings. Employees must be vigilant and never give or receive any grease or facilitation payment. Nor should employees exchange favours to secure a favourable business outcome or give or receive kick-backs (see also section 7 of this Policy).

**2.5.5. Charitable donations**

In certain jurisdictions it is permissible under applicable anti-corruption laws to make donations as part of a charitable effort. However, great care must be taken whenever donations are being made to ensure that they are not designed to influence local business outcomes. Accordingly, the appropriate due diligence must always be carried out before making charitable donations (including those made to local community projects) and may only be made with the disclosure to, and prior approval from, your Geomarket and/or Segment leader as set out in section 9 of this Policy Dealing with Government officials

The law provides for a specific offence of bribing a public official. Accordingly, employees must exercise caution whenever there is any dealing with any level of employee or officer of any Government body, including any enterprises that are Government owned or Government controlled (such as a national oil company or a state-run hospital).

Employees should take care when securing authorizations and approvals from any Government Body, such as when obtaining licenses and permits to work, securing visas, or importing product through customs. Particular care should be taken whenever official Government decisions to award business are involved such as when a tender process is imminent or underway.

In most cases, the Government tender process will be sufficiently robust to ensure that any risk of bribery or corruption is mitigated. Nevertheless, employees should remain vigilant to ensure that all payments that are made in relation to any dealings with a Government body, or officials acting on behalf of that Government body, are made in accordance with the local written law. To assist in managing this risk area, employees must ensure that all dealings with Government bodies are notified to and approved by the Group General Counsel.

Note that section 10 of this Policy sets out in more detail the Group's approach to dealings with the First Nation Communities in Canada. Given the wide scope of the law in this area, the Group treats relations with such groups as if they were dealings with a Government body. In this regard, employees must at all times comply with the provisions of section 10.

**2.5.6. Political contributions**

We do not make contributions to political parties. Any decision to change this practice may only be made with written confirmation from the Group's General Counsel.

**3. WHO MUST COMPLY WITH THIS POLICY?**

This Policy applies to all persons working for the Group or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

**4. WHO IS RESPONSIBLE FOR THE POLICY?**

- 4.1. The board of directors of Centurion Group has overall responsibility for ensuring this Policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 4.2. The Group General Counsel has primary and day-to-day responsibility for implementing this Policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering bribery and corruption.
- 4.3. Management at all levels are responsible for ensuring those reporting to them understand and comply with this Policy and are given adequate and regular training on it.
- 4.4. You are invited to comment on this Policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Group General Counsel.

**5. WHAT ARE BRIBERY AND CORRUPTION?**

- 5.1. "**Bribery**" is authorising, 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.
- 5.2. An "**advantage**" includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.
- 5.3. A person acts "**improperly**" where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse 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.
- 5.4. "**Corruption**" is the abuse of entrusted power or position for private gain.

**Examples:**

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

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

**WHAT ARE BRIBERY AND CORRUPTION? (continued)**

**Examples: (continued):**

**Receiving a bribe:** A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

**Bribing a foreign official:** You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process.

The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

**6. WHAT YOU MUST NOT DO**

- 6.1. It is not acceptable for you (or someone on your behalf) to:
- 6.1.1. give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - 6.1.2. give 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;
  - 6.1.3. accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
  - 6.1.4. accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
  - 6.1.5. offer or accept a gift to or from government officials or representatives, or politicians or political parties, regardless of value, without the prior approval of the Group General Counsel;
  - 6.1.6. threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this Policy; or
  - 6.1.7. engage in any other activity that might lead to a breach of this Policy.

## **7. FACILITATION PAYMENTS AND KICKBACKS**

7.1. We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

**"Facilitation payments"**, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK but are common in some other jurisdictions in which we operate.

**"Kickbacks"** are typically payments made in return for a business favour or advantage.

7.2. 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 your concerns with your line manager, Geomarket and/or Segment leader (assuming they are not the subject of your concern). If you feel unable to discuss your concern with your line manager, Geomarket and/or Segment leader, you should contact a similarly senior individual within the Group who you feel comfortable sharing your concerns with (for example, the Group General Counsel).

## **8. GIFTS, HOSPITALITY AND EXPENSES**

8.1. Subject to prior consent from your Geomarket leader (who in turn must report to the Group General Counsel), this Policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- 8.1.1. establishing or maintaining good business relationships;
- 8.1.2. improving or maintaining our image or reputation;
- 8.1.3. learning about our customers business; and
- 8.1.4. marketing or presenting our capabilities, products and/or services effectively.

8.2. Subject to prior consent from your Geomarket and/or Segment leader (who in turn must report to the Group General Counsel), the giving and accepting of gifts is allowed if the following requirements are met:

- 8.2.1. it is not made with the specific intention of influencing a third party to obtain or retain business or a business advantage, or to specifically reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- 8.2.2. it is given in the Company's name, not in your name;
- 8.2.3. it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- 8.2.4. it is appropriate, proper and proportionate under the circumstances, taking account of the reason for the gift, its timing and its value. For example, in the UK it is customary for small gifts to be given at Christmas;
- 8.2.5. it is given openly, not secretly; and
- 8.2.6. it complies with any applicable local law and any policies to which the recipient may be subject.

**GIFTS, HOSPITALITY AND EXPENSES (continued)**

- 8.3. Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
- 8.4. 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.
- 8.5. 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.
- 8.6. ***Sporting events and other offsite client entertainment:*** Various Geomarkets within the Group purchase season tickets to enable third parties with whom the Group does business to attend sporting and other entertainment events for the purpose of furthering normal business relationships with such parties. The Group will ensure that the annual cost of such tickets are reasonable and proportionate corporate entertainment expenditures based on the events at issue. However, employees must also ensure that:
- 8.6.1. the names of invitees to all such events are recorded in the local gifts and hospitality register;
  - 8.6.2. care is taken to ensure that third parties are not invited to consecutive or numerous repeated events. For example, inviting the same person to sporting events every week may make the provision of that hospitality to cease to be reasonable or proportionate;
  - 8.6.3. third parties are never invited to attend events at a sensitive time in a contract process. It is of crucial importance to ensure that employees do not put themselves in a position where it appears that a third party has been invited to an event to influence a particular contract or business outcome. For example, inviting a third party to an event before a contract that is under negotiation is signed may appear to be designed to influence the outcome of that contract process; and
  - 8.6.4. a Group representative is present at any sporting events that are paid for by the Group.

**GIFTS, HOSPITALITY AND EXPENSES (continued)**

- 8.7. **Offsite Client Entertainment:** From time to time various events and meetings are held at hotels, country clubs and other offsite locations and venues and in some cases such locations or venues are owned by related parties or third parties with whom the Group does business with. In providing such client entertainment employees must ensure that:
- 8.7.1. the names of invitees are recorded in the local gifts and hospitality register;
  - 8.7.2. care is taken to ensure that third parties are not invited to consecutive or numerous offsite events. For example, inviting the same person to a country club every week may make the provision of that hospitality to cease to be reasonable or proportionate;
  - 8.7.3. offsite client entertainment is never offered at a sensitive time in a contract process. It is of crucial importance to ensure that employees do not put themselves in a position where it appears that a third party has been invited to an event to influence a business outcome. For example, inviting a third party to an event before a contract that is under negotiation is signed may appear to be designed to influence the outcome of that contract process; and
  - 8.7.4. a Group representative is present at the location or event at all times.

**9. DONATIONS**

- 9.1. We do not make contributions to political parties.
- 9.2. We only make charitable donations (for example, to local community projects) that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of your Geomarket leader (who in turn must report to the Group General Counsel).

**10. GROUP RELATIONSHIP WITH FIRST NATION COMMUNITIES**

- 10.1. In Canada, the Group is heavily involved in projects that involve First Nation Communities (the "**FNC**"). The Canadian Constitution provides constitutional protection to the FNC. Further, many projects in which the Group is involved from time to time explicitly require engagement and involvement with the FNC.
- 10.2. In general terms, Group involvement with the FNC does not raise concerns in relation to bribery and corruption. This is because engagement with the FNC is both something that is required by the written law and often demanded by our customers but also fulfils an important social corporate responsibility function to which the Group attaches great importance. However, given that the law treats the FNC in the same way that it treats Government bodies, great care should be taken to ensure all dealings with the FNC comply with strict procedures. In this regard, local Geomarket and/or Segment leader specific guidance has been produced setting out in detail the approach to be taken by employees that regularly deal with the FNC (the "**Group FNC Engagement Policy**"). In general terms, employees must ensure that:
  - 10.2.1. all dealings with the FNC are in accordance with local written law;
  - 10.2.2. all dealings with the FNC comply with the Group FNC Engagement Policy;
  - 10.2.3. written contracts are entered into in relation to any FNC related projects and those contracts specifically prohibit bribery and corruption;

**GROUP RELATIONSHIP WITH FIRST NATION COMMUNITIES (continued)**

- 10.2.4. invoices are raised by the FNC in relation to any work that is undertaken;
- 10.2.5. fee arrangements that are entered into with the FNC from time to time comply with the local written law;
- 10.2.6. payments that are made to the FNC are made to the FNC as a group or to an FNC organisation and not to any individual member of the community;
- 10.2.7. each transaction with the FNC is approved by the local manager.

**11. RECORD-KEEPING**

- 11.1. We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties and approvals where required.
- 11.2. Each Geomarket is required to keep a written record of all hospitality or gifts given or received, which will be subject to managerial review and periodic audit by the Group General Counsel.
- 11.3. All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

**12. YOUR RESPONSIBILITIES**

- 12.1. You must ensure that you read, understand and comply with this Policy.
- 12.2. 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.
- 12.3. You must notify the Group General Counsel as soon as possible if you believe or suspect that a conflict with this Policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in section 17 of this Policy.

**13. HOW TO RAISE A CONCERN**

- 13.1. You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 13.2. If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this Policy has occurred or may occur, you must report it as soon as possible. You should raise your concerns with your line manager, Geomarket and/or Segment leader (assuming they are not the subject of your concern) or, the Group Whistleblowing Hotline. If you feel unable to discuss your concern with your line manager Geomarket and/or Segment leader, you should contact a similarly senior individual within the Group who you feel comfortable sharing your concerns with (for example, the Group General Counsel).
- 13.3. If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your line manager, Geomarket and/or Segment leader or the Group General Counsel.

**14. NO-RETALIATION**

- 14.1. 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.
- 14.2. 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. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Group General Counsel immediately. If the matter is not remedied, and you are an employee, you should raise it formally by contacting your line manager, Geomarket and/or Segment leader (assuming they are not the subject of your concern) or, the Group's Whistleblowing Hotline. If you feel unable to discuss your concern with your line manager, Geomarket and/or Segment leader, you should contact a similarly senior individual within the Group who you feel comfortable sharing your concerns with (for example, the Group General Counsel).

**15. TRAINING AND COMMUNICATION**

- 15.1. Training on this Policy forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 15.2. 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.

**16. BREACHES OF THIS POLICY**

- 16.1. Any employee who breaches this Policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 16.2. We may terminate our relationship with other individuals and organisations working on our behalf if they breach this Policy.

**17. POTENTIAL RISK SCENARIOS: "RED FLAGS"**

- 17.1. 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.
- 17.2. If you encounter any of the following red flags whilst working for us, you must report them promptly:
- 17.2.1. you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
  - 17.2.2. 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;

**POTENTIAL RISK SCENARIOS: "RED FLAGS" (continued)**

- 17.2.3. 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;
- 17.2.4. 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;
- 17.2.5. a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 17.2.6. a third party requests an unexpected additional fee or commission to "facilitate" a service;
- 17.2.7. a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- 17.2.8. a third party requests that a payment is made to "overlook" potential legal violations;
- 17.2.9. a third party requests that you provide employment or some other advantage to a friend or relative;
- 17.2.10. you receive an invoice from a third party that appears to be non-standard or customised;
- 17.2.11. a third party insists on the use of side letters or refuses to put terms agreed in writing;
- 17.2.12. you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 17.2.13. 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
- 17.2.14. you are offered an unusually generous gift or offered lavish hospitality by a third party.

You should raise your concerns with your line manager, Geomarket and/or Segment leader (assuming they are not the subject of your concern) or, the Group's Whistleblowing Hotline.

If you feel unable to discuss your concern with your line manager, Geomarket and/or Segment leader, you should contact a similarly senior individual within the Group who you feel comfortable sharing your concerns with (for example, the Group General Counsel).