

## Anti Bribery Notice

### 1. Purpose

- 1.1 Reddington Crane & Company Limited and its subsidiaries (“the Company”) are unwavering in their commitment to responsible corporate behaviour and strict compliance with all laws, regulations, and other requirements that govern our operations.
- 1.2 The Company maintains a zero-tolerance policy towards bribery and is fully committed to instilling a robust anti-corruption culture. We strictly adhere to all anti-bribery and anti-corruption legislation appropriate to our jurisdictions. We ensure that no bribes or other corrupt payments, inducements, or similar are made, offered, sought, or obtained by us or anyone working on our behalf.

### 2. Bribery

- 2.1 Bribery is defined as giving or promising a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is improper conduct.
- 2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 2.3 Bribery of a foreign official is defined as the giving or promising a financial or other advantage intended to influence the official to obtain business or an advantage unless the foreign official is required or permitted by law to be influenced by such advantage.

### 3. Consequences of Bribery

- 3.1 The consequences of bribery under the Act are severe. Anyone or any organisation found guilty may face substantial fines and prison terms. In addition, the breach of the Act is likely to result in high legal costs and adverse publicity.
- 3.2 For employees of the Company, failure to comply with this Policy and with the Act may result in:
  - 3.2.1 disciplinary action, which may include dismissal; and

3.2.2 criminal penalties under the Act may result in a fine and imprisonment for up to 10 years.

3.3 For the Company, any breach of this Policy by any employee or business associate may result in:

3.3.1 the Company being deemed to be in breach of the Act;

3.3.2 the Company being subject to fines; and

3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

#### **4. Responsibility for Compliance and Scope of Policy**

4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and corporate bodies) associated with the Company or its subsidiaries.

4.2 All parties mentioned above are integral to our anti-bribery efforts. They ensure that bribery is prevented, detected and reported. All such reports should be made per the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.

4.3 No party described in section 4.1 may:

4.3.1 give or promise any financial or another advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;

4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient wants to act improperly in anticipation of such an advantage.

4.4 Parties described in section 4.1 must:

4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;

4.4.2 Due diligence is a crucial part of our operations. All parties must exercise it at all times when dealing with third parties on behalf of

the Company, underscoring the weight of their role in maintaining the company's integrity.

- 4.4.3 If you have any concerns relating to bribery, you must report them immediately to The Compliance Officer or, in the case of non-employees, to your usual point of contact within the Company. Alternatively, you can report them through the Company's Whistleblowing Policy, which can be accessed in your operations manual.

## **5. Facilitation Payments**

- 5.1 A facilitation payment is a small payment made to officials to ensure or speed up the performance of routine or necessary functions.
- 5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time, irrespective of prevailing business customs in certain territories.
- 5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment must be reported to the Compliance Officer as soon as possible and practicable.

## **6. Gifts and Hospitality**

- 6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.
- 6.2 Excessive gifts and hospitality can constitute a bribe and a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.
- 6.3 The following general principles apply:
  - 6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
  - 6.3.2 Neither gifts nor hospitality should be actively sought or encouraged by any party, nor should the impression be given that the award of any business, custom, contract, or similar will be in any way conditional on gifts or hospitality.
  - 6.3.3 Cash should be neither given nor received as a gift under any circumstances.

- 6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
- 6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous compared to prevailing practices in our industry or sector.
- 6.3.6 Certain gifts that would otherwise breach this Policy and the Hospitality and Gifts Policy may be accepted if refusal causes significant cultural offences. However, the Company will donate any gifts accepted for such reasons to a charity of the Compliance Officer's choosing.
- 6.3.7 All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.

## **7. Charitable Donations**

- 7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable contributions may be given to any organisation which is not a registered charity.
- 7.2 All charitable donations must be fully recorded in the Charitable Donations Register.
- 7.3 Proof of charitable donations must be obtained from the recipient organisation.
- 7.4 Under no circumstances may charitable donations be made in cash.
- 7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

## **8. Political Donations**

- 8.1 The Company does not make political donations and is not affiliated with any political party, independent candidate, or other organisation whose activities are primarily political.
- 8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

## **9. Due Diligence and Risks**

The following issues should be considered with care in any transactions, dealings with officials, and other business matters concerning third parties:

- 9.1 Territorial risks, particularly the prevalence of bribery and corruption in a

particular country;

- 9.2 Cross-border payments, particularly those involving territories falling under section 9.1;
- 9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;
- 9.4 Activities requiring the Company and any associated party to obtain permits or other forms of official authorisation.
- 9.5 Transactions involving the import or export of goods.