ANTI-BRIBERY AND CORRUPTION POLICY

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STATEMENT BY MATTHEW COULSON, CHIEF EXECUTIVE

MP EVANS GROUP PLC aims to conduct its business around the world with the highest degree of integrity. The Group will not tolerate any form of bribery and corruption.

This Anti-Bribery and Corruption Policy ("ABC Policy") has been formally approved by the Group's board. It applies to all of the Group's business dealings and transactions, in all countries around the world in which any member of any Group company, its associates, joint venture partners or agents operate. All directors, officers, employees, joint venture partners of each Group company, as well as their agents, advisors and significant suppliers, must comply with this ABC Policy.

Please read it, become familiar with its contents, and refresh your memory as necessary from time to time. As the Group Compliance Officer, I take overall responsibility for the Group's ABC framework. The Group has also appointed a **Country Compliance Officer**, **Aleksa Sihombing**, to whom you can address any queries or concerns, in addition to me.

Engaging in bribery and corruption is unlawful and will expose both the Group and the perpetrator to serious criminal sanctions, including the risk of imprisonment to those implicated, and financial penalties. It also harms the Group's reputation. Any employee, director or officer of any Group company who is found to have breached this ABC Policy will be liable to disciplinary action which may result in dismissal or other serious sanctions. Breaches of the ABC Policy by suppliers, joint venture partners or third-party contractors and advisors to any Group company may result in immediate termination for breach of all contracts with the Group.

All of us share a responsibility to ensure compliance with this ABC Policy. Should you become aware that any person acting or purporting to act on the behalf of any Group company may have committed an act of bribery or corruption, then you should report your concerns immediately to me or the Country Compliance Officer. You can be assured that reporting any concerns will not result in you receiving any negative or retaliatory treatment from the Company. Alternatively, please use the Group's whistleblowing hotline (whistleblowing notice). This can be used for anonymous reporting if necessary.

I know that everyone within the Group shares the board's commitment to maintaining the highest standards of business integrity, and that I can count on you for your full support.

Matthew Coulson
Chief executive
November 2025

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1. DEFINITION OF BRIBERY AND CORRUPTION

1.1 “Company” means M.P. Evans Group PLC

1.2 “Group” means M.P. Evans Group PLC and all of its subsidiary companies and “Group company” means M.P. Evans Group PLC or one of its subsidiary companies, as the context requires

1.3 In this ABC Policy and the compliance programme associated with it the Company has defined **"Bribery"** and a **"Bribe"** to mean:

"*the offering, promising, giving, accepting or soliciting of an advantage (whether financial or otherwise) as an inducement for an action which is illegal or a breach of trust*".

1.4 The Company has defined **"Corruption"** and **"Corrupt Activities"** to mean:

"*the abuse of entrusted power for private gain*".

1.5 To help in identifying 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, some examples of acts of Bribery, and indicators that an individual may be liable to engage in Corrupt Activities, are set out at the end of this ABC Policy.

2. GENERAL ANTI-CORRUPTION AND BRIBERY OBLIGATIONS

2.1 The Group 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 means the Group has no tolerance towards any form of Bribery and Corruption. The Group is committed to maintaining appropriate checks and procedures to ensure that all persons working for or dealing with each Group company respect and comply with this ABC Policy.

2.2 The directors, employees, officers, affiliated entities, joint venture partners and agents of the Group, must not engage in any form of Bribery or other Corrupt Activity anywhere in the world, nor will the Group request that any third party does so on its behalf. This prohibition includes, but is not limited to, the payment or receipt of Bribes by or on behalf of the Group and/or encouraging, asking or arranging for anyone else to make or receive Bribes for any Group company.

2.3 This ABC Policy has been formally approved by the Company’s board of directors, 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 ABC Policy will be liable to disciplinary action in accordance with a Group company’s disciplinary policy from time to time in force, which may result in dismissal or other serious sanction. Breaches of this ABC Policy by customers or third-party contractors and advisors to any Group company may result in immediate termination of all contracts with the Group.

2.5 No director, employee or officer of any Group company will face less favourable treatment nor be discriminated against in any way as a result of any Group company losing business due to that director, employee or officer complying with their obligations under this ABC Policy.

3. INTERACTION BETWEEN THIS ABC POLICY AND OTHER LAWS AND REGULATIONS

3.1 This ABC Policy sets out the minimum standards and requirements which the Group expects to be adhered to. Where the local laws or customs in any country in which a Group company is carrying out business provide that a higher standard of conduct is required, then that higher standard must be followed. Anyone acting on behalf of a Group company must do so at all times in accordance with all applicable written local laws.

4. USE OF PERSONAL AND COMPANY FUNDS

4.1 The use of money belonging to any Group company to fund any activities which are prohibited under this ABC Policy is strictly prohibited in all circumstances.

4.2 Further, the use of personal funds to finance any activities which are prohibited under this ABC Policy 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 ABC Policy or for committing any criminal offence.

5. COMPLIANCE OFFICER

5.1 While the Company's board of directors retains ultimate accountability for compliance by the Group with the requirements of this ABC Policy, the Company has appointed the chief executive, Matthew Coulson, as the Group Compliance Officer. He will report to the board on the findings of the Country Compliance Officer appointed.

5.2 The Country Compliance Officer, Aleksa Sihombing, has day-to-day responsibility for oversight of the Company's anti-Bribery and Corruption ("ABC") efforts and for reporting on progress and compliance with this ABC Policy to the Group Compliance Officer, who in turn reports to the Audit Committee.

5.3 If you have any queries or comments concerning this ABC Policy or, should you need to report any concerns regarding potential breaches of this ABC Policy then you should raise those in the first instance with the Group or Country Compliance Officer by either emailing him at **ABC.UK@mpevans.co.uk** or **ABC.Indonesia@mpevans.co.uk**. You may also raise concerns regarding potential breaches by making a report on the Group's whistleblowing hotline: whistleblowing notice

6. FACILITATION PAYMENTS

6.1 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. Such payments are commonly known as "facilitation payments".

6.2 Facilitation payments are illegal under the UK Bribery Act 2010, which applies to the Company. The Group is committed to avoiding any practice of making unlawful facilitation payments, and extreme caution must be exercised in response to any request that a

facilitation payment should be made by or on the behalf of the Company or any Group company, as such payments should be considered to be at high-risk of constituting a Bribe.

6.3 The making of payments by or on behalf of any Group company is therefore only permitted if all of the following conditions are met:

(a) the payment is permitted in accordance with the written local laws of the country in which the official in question is based;

(b) the payment does not constitute a breach of any laws or regulations with international or extra-territorial effect (the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and similar laws);

(c) the payment does not otherwise constitute a breach of this ABC Policy; and

(d) a receipt is obtained for the payment in question from the official in question or, where that is not possible, a full record is made of the payment and the reasons for making it.

6.4 In light of the Group's commitment to avoiding the practice of making unlawful facilitation payments, you must report to the Group or Country Compliance Officer any request for a facilitation payment to be made which does not meet all of the conditions set out above.

6.5 Facilitation payments can be a difficult and complex area, and it is not always easy to establish if a particular request is permitted. If you are in any doubt as to whether a particular request is lawful or permitted under this ABC Policy, then you must seek further advice from the Group or Country Compliance Officer before making or agreeing to make any such payment.

7. EMERGENCIES AND PERSONAL SAFETY

7.1 The Group acknowledges that in rare circumstances, individuals may be placed in extreme circumstances 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 ABC Policy.

7.2 In these circumstances, the making of payments or the taking of other actions which would ordinarily constitute a breach of this ABC Policy is permitted, provided that the incident in question is reported to the Group or Country Compliance Officer as soon as possible, and the concerned individual participates in any subsequent investigation by the Group and/or any enforcement authorities.

8. ENTERTAINMENT

8.1 From time to time, it will be appropriate for a Group company, in the course of legitimate business dealings, to provide reasonable and proportionate entertainment to third parties. However, the relevant company and the individuals involved must ensure that any such entertainment does not constitute (nor risk being perceived as constituting) Bribery.

8.2 Accordingly, entertainment may only be provided to third parties on behalf of a Group company if it complies with the following rules:

(a) **No lavish, costly or inappropriate entertainment**

Any form of entertainment which might be considered to be excessively lavish, expensive or otherwise inappropriate is prohibited in all circumstances. This includes lavish and expensive meals, or accommodation in very expensive hotels.

While at present the Group has not imposed any specific financial limits concerning the provision of entertainment, officers and employees are expected to adopt a common-sense approach in this area. In particular, careful consideration should be given to how any entertainment provided on behalf of the Company or a Group company might be viewed by an outsider. For example, while a meal in an expensive restaurant might be appropriate when celebrating the completion of a major deal with an important customer or supplier, it would clearly be inappropriate for a routine meeting with a public sector official who has discretion over whether or not to make decisions affecting a Group company's operations. If you are at all unsure whether any entertainment you are proposing is in compliance with this ABC Policy then please contact the Group or Country Compliance Officer for further guidance.

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

(b) **Cost of entertainment should be paid directly to the provider**

The relevant Group 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 for which the relevant Group company is paying. This is only permitted if the following requirements are met:

(i) indirect payments must not become routine;

(ii) reimbursement must not be provided where there is any suggestion the third party to whom the relevant Group company is making payment is in some way connected with the service provider in question, and/or that such third party will receive a commission or "cut" from that service provider of any payments which it receives; and

(iii) original itemised receipts from the 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.

(c) **No cash allowances**

Under no circumstances are cash or cash allowances to be paid as part of any entertainment provided by a Group company. In particular, it is not permitted to provide "per day" cash payments to individuals, where the relevant Group company

has no control over the spending of that money, and no receipts evidencing payments out of that money are expected to be provided.

(d) **Group company representative to be present**

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

(e) **Entertainment may be provided only to business contacts**

Entertainment should only be provided to those individuals with whom a Group company has business dealings or is looking to have business dealings (for example, prospective or target customers or suppliers) but should not be provided in such a way as to be (or be at risk of appearing to be) conditional or intended as an inducement. Entertainment should not usually extend to the family or friends of the individual in question. However, the Group acknowledges that in certain circumstances - and provided that all other requirements of this ABC Policy are met - it may be appropriate to extend some forms of entertainment to family members of the business contact.

In this respect, the Group expects individuals to adopt a common-sense approach which reflects both the spirit and letter of this ABC Policy, to decide whether it would be appropriate in the circumstances to provide entertainment to family members, and to refer any uncertainties to either the Group or Country Compliance Officer. For example, hosting a table at a charity event to which clients and their partners are invited is unlikely to result in any breach of this ABC Policy. On the other hand, paying for a client's family to accompany them on a short business trip is clearly inappropriate.

(f) **Timing of entertainment**

Entertainment must not be provided in order specifically to influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be given to the timing of any entertainment. Under no circumstances should entertainment be provided (or offered to be provided at a later date) during the course of negotiations between a Group company and any third party, or while a Group company may be tendering for the award of any work over which the recipient of any entertainment may have any influence.

8.3 The above rules apply equally where a third party offers to entertain you, and not only where you are providing entertainment to a third party.

8.4 You are only permitted to accept entertainment from third parties with which a Group company deals and where all of the above requirements are met. You must not accept any form of entertainment, where doing so might

(i) be interpreted as accepting a Bribe, or

(ii) suggest that you are obliged to act other than in the best interests of the Group , or in breach of this ABC Policy.

8.5 Any offer to provide you with entertainment, which, if accepted, would constitute a breach of this ABC Policy, must be reported as soon as possible to the Group or Country Compliance Officer.

9. GIFTS

9.1 From time to time, it may be appropriate for a Group company in the course of legitimate business dealings to provide reasonable and proportionate small gifts to third parties. However, the Group company must ensure that any such gifts do not constitute (or risk being perceived as constituting) Bribery.

9.2 Accordingly, gifts may only be provided to third parties on the behalf of the Group company if the following rules are adhered to:

(a) **No cash gifts**

Under no circumstances are cash gifts to be provided on behalf of any Group company. This prohibition also includes any form of "cash equivalent" such as gift vouchers.

(b) **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 excessive. Accordingly, it is recommended that (i) the cost of any single gift should not exceed US$50, and (ii) the cost of gifts given to any one person in any year must not exceed US$100 in total.

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

(c) **Gifts to be limited to business contacts**

Gifts may only be provided to individuals with whom a Group company has business dealings. No gifts should be given separately to family or friends of the individual in question. However, joint gifts (such as sending flowers to a client and their partner to mark the birth of a child) are permitted.

(d) **Gifts to be given openly**

Gifts should be given in an open and transparent manner. Gifts must not be given in secret, and no attempt should be made to disguise the fact that a gift has been provided on behalf of any Group company to a particular person.

(e) **Timing of gifts**

Gifts must not be given in order to specifically influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be the timing of all gifts. Under no circumstances should gifts be given (or be offered to be provided at a later date) during the course of negotiations between any Group company and any third party, or while that company is tendering for the award of any work, and where the recipient of any gift may have any influence over the award.

(f) **Gifts must not be routinely given**

Gifts must not be given as a matter of routine and should be linked 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.

(g) **Only two gifts per year**

Other than small promotional items provided by the relevant Group company, no more than two gifts per year may be provided to any person on behalf of the Group.

9.3 The above rules apply where a third party offers a gift to you (or to any entity or business which you are interested in), in the same way as where a Group company is providing a gift to a third party.

9.4 You are only permitted to accept gifts from third parties with whom a Group company deals, and which meet all of the above requirements. You must not accept any gift if doing so might (i) be interpreted as accepting a Bribe, or (ii) suggest that you are obliged to act other than in the best interests of the Group or in breach of this ABC Policy.

9.5 Any offer to provide you with a gift which, if accepted, would constitute a breach of this ABC Policy, must be reported as soon as possible to the Group or Country Compliance Officer.

10. REPORTING CONCERNS

10.1 If you become aware that anyone subject to this ABC Policy has committed any breach (or if you suspect that they may have done so but are not certain) then you must report your concerns immediately to the Group or Country Compliance Officer for further investigation or make a report using the whistleblowing hotline (whistleblowing notice).

10.2 Any concern which you report to the Group or Country Compliance Officer will be treated as confidential and investigated as soon as possible. Unless doing so would compromise the course of any investigation or enforcement action, the Group or Country Compliance Officer will keep you informed of the status and ultimate outcome of that investigation.

10.3 The Group wishes to encourage a culture where individuals feel able to raise concerns about the manner in which the Group is conducting its business without fear of retaliation or reprisal. Accordingly, the Group strictly prohibits the taking of such action against any individual who reports any breach or suspected breach of this ABC Policy. Officers and

employees can be assured that reporting their concerns will not result in any negative or retaliatory treatment from the Group.

11. DEALING WITH AGENTS, SUPPLIERS AND OTHER THIRD PARTIES

11.1 Group companies regularly deal with third parties (such as agents, joint venture partners and significant suppliers) who may act on their behalf or may otherwise be perceived as being connected with the Group. All such third parties are subject to this ABC Policy in the same way as directors, officers and employees of all Group companies. You must not ask or authorise any third party to do anything on the behalf of any Group company which that company is not permitted under this ABC Policy to do directly itself.

11.2 The following rules apply to the dealings of Group companies with third parties:

(a) **Due diligence on third parties representing a Group company**

Before entering into a business arrangement with a third party who will be representing or acting on behalf of a Group company, appropriate enquiries should be made into the background, capabilities and reputation of that person. In particular, is there any suggestion or risk that the third party might be particularly susceptible to Bribery or other forms of Corrupt Activities?

It may, as an exception, be necessary to undertake limited dealings with such third parties before the due diligence process has been completed and/or a written agreement entered into with the relevant Group company. In all cases the following guidelines must be followed:

(i) It is never appropriate to engage third parties to undertake high-value, high-risk or complicated transactions before the due diligence process on that third party has been satisfactorily completed and a signed written agreement has been entered into with them;

(ii) Where there are any signs that such third party might engage in Bribery or other Corrupt Activities in carrying out its functions for the relevant Group company it is never appropriate to engage the third party before the due diligence process has been satisfactorily completed, and a written agreement has been signed with them; and

(iii) In all circumstances, engaging a third party before the due diligence process has been satisfactorily completed and a written agreement has been signed with that party, should only be considered an interim measure. 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, may be signs that such third party is susceptible to engaging in Bribery or other forms of Corrupt Activities.

(b) **Concerns must be reported**

If you are aware (or have reason to suspect) that any third party acting on the behalf of a Group company has committed any breach of this ABC Policy, then you must report those concerns to the Group or Country Compliance Officer or make a report via the whistleblowing hotline in accordance with Section 10 above.

The following actions are breaches of this ABC Policy:

(i) failing to report concerns about a third party acting on the behalf of any Group company,

(ii) "turning a blind eye" to unacceptable conduct, and

(iii) deliberately ignoring signs which suggest that a third party may be engaging in Bribery or Corruption.

(c) **Payments to third parties to be reasonable and justifiable**

Every Group company must avoid the accusation that it has engaged in Bribery by paying "over the odds" to a third-party providing goods or services to that company.

While the Group accepts that, given the nature of the Group's business and the realities of commercial negotiation, there can be no definite rule as to how payments to third parties should be calculated, the following guidelines must be adhered to:

(i) Payments should be commercially reasonable in all the circumstances, proportionate to the goods or services which have been provided, and generally in accordance with the level of charges made by other third-party suppliers providing similar goods or services in the country in question;

(ii) Charges which are calculated by reference to significant commissions or success fees should be used with caution. These are not appropriate where they may motivate the third party to engage in Bribery or Corruption;

(iii) No payment may be made to any third party unless and until an itemised invoice for the charges in question has been provided to the relevant Group company, and those charges accord with the payment arrangements agreed with that third party;

(iv) Payments must be made directly to the third-party providing goods or services to the relevant Group company. Payment in cash is not permitted; and

(v) Variations to the charges payable to third parties are only permitted where they are made in accordance with the terms of the relevant written agreement, or are otherwise commercially justifiable. Sudden requests by a third party to significantly increase their charges, where there is no apparent increase in their costs or other justification, should be considered signs that the third party might be engaging in Bribery or Corruption.

12. CHARITABLE AND POLITICAL DONATIONS

12.1 From time to time, a Group company may make charitable donations, either on its own initiative or in response to requests from third parties in accordance with the Group's Grants, Donations and Sponsorship Policy

12.2 Care must be taken when making charitable donations on behalf of any Group company to ensure that such donation is for *bona fide* charitable purposes and would not be considered likely to be a Bribe by an independent observer.

12.3 Accordingly, all charitable donations must be authorised in advance by the Indonesian President Director or by the Group's chief executive.

12.4 As a matter of policy, the Group 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 any Group company. This prohibition extends not only to cash donations, but also to any other form of assistance to political parties which would involve a Group company. Examples of such assistance include, but are not limited to:

(a) campaigning for political candidates on the premises of a Group company;

(b) allowing Group company property to be used in campaigning for a political party (such as the printing of leaflets);

(c) purchasing on behalf of a Group company (or using Group company funds to purchase) tickets to fundraising events held by political parties;

(d) making donations on behalf of any Group company (or using Group 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 any Group company.

13. SPONSORSHIP

13.1 Unless you have been granted specific authority by the Company to do so, you may not enter into any sponsorship arrangement on behalf of any Group company nor agree that any third party may represent that they (or their products or services) are in any way affiliated with, sponsored or endorsed by any Group company.

13.2 You should refer any sponsorship or endorsement requests which you receive to the Group or Country Compliance Officer who will only authorise sponsorship which is in compliance with the Grants, Donations and Sponsorships Policy.

13.3 If you become aware that any third party is falsely claiming to be affiliated, sponsored or endorsed by any Group company, you must report this to the Group or Country Compliance Officer as soon as possible.

14. REVIEW

14.1 This ABC Policy and the supporting controls and procedures which the Company has put in place to assist with compliance will be subject to regular review by the Company's board of directors. Any changes or additions will be promulgated within the Group following approval.

SCHEDULE

1. **EXAMPLES OF ACTS OF BRIBERY AND CORRUPTION**

1.1 The following is a non-exhaustive list of conduct and actions which the Group considers to be 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 any Group company, or to government officials in order to secure favourable treatment for a Group 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 any Group company, where the individual requesting that donation would directly or indirectly benefit from it;

(c) making loans to individuals who may be able to influence a decision to award work to any Group company or to government officials in order to secure favourable treatment for that company; and in either case, to members of their family or other persons associated with them; and/or

(d) paying for travel, accommodation, meals, expenses etc. of individuals who may be able to influence a decision to award work to any Group company or to government officials in order to secure favourable treatment for that company; and in either case, to members of their family or other persons associated with them (unless permitted in accordance with Section 8 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 Group considers as warning signs that a third party may be particularly at risk of engaging in Bribery or other forms of Corrupt Activity:

(a) Location of the third party's activities in a country which has been independently assessed as, or has a reputation for, being particularly susceptible to Corruption;

(b) Close personal relationships between the third party and government officials, particularly if that official has responsibilities or functions related to the transaction under discussion, or is located in a high-risk country as referred to above;

(c) Unjustified or unusual secrecy regarding the third party's activities, or refusal to answer reasonable questions about their conduct;

(d) Requests that the relevant company should make payments:

(i) in cash;

(ii) to accounts in countries other than that where the recipient is based;

(iii) to third parties not involved in the transaction in question; and/or

(iv) 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 justifiable reason; and/or requests for the Group company to pay non-contractual, inflated or unexpected bonuses, commissions or expenses claims;

(f) any requests for the relevant Group company to assist in keeping transactions or accounts "off the record";

(g) refusal or unwillingness of individuals to allow the relevant Group company to deal with anyone other than them within their organisation;

(h) refusal, unwillingness or undue delay in complying with the Group's due diligence processes;

(i) refusal, unwillingness or undue delay in entering into a written agreement with the relevant Group company (this may include repeatedly raising further issues, each time a written agreement looks likely to be concluded); and/or

(j) any other request, conduct or circumstance which appears to be suspicious or "not quite right"

In all circumstances, a useful test of whether a request, conduct or circumstance is inappropriate, is whether you feel uncomfortable if your, or the Group's, involvement with the request, conduct or circumstance became a matter of public knowledge.

Reviewed and approved by the board: November 2025