



## **ANTI-CORRUPTION & BRIBERY POLICY**

### **1. Policy statement**

- 1.1 It is the Company's policy to conduct its business in an honest and ethical manner. The Company takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all its business dealings and relationships, wherever the Company operates, and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2 The Company will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which it operates. However, the Company remains bound by UK laws, including the Bribery Act 2010, in respect of its conduct both at home and abroad.

### **2. About this policy**

2.1 The purpose of this policy is to:

- 2.1.1. Set out the Company's responsibilities, and the responsibilities of those working for and on behalf of the Company, in observing and upholding the Company's position on bribery and corruption; and
- 2.1.2. Provide information and guidance to those working for and on behalf of the Company on how to recognise and deal with bribery and corruption issues.

2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer, if the Company fails to prevent bribery it could face an unlimited fine, exclusion from tendering for public contracts, and damage to its reputation. The Company therefore takes its legal responsibilities very seriously.

2.3 In this policy, **third party** means any individual or organisation you encounter during your work for the Company, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2.4 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

### **3. Who must comply with this policy**

3.1 This policy applies to all persons working for NWF Group PLC and its subsidiaries (including Boughey Distribution Limited, NWF Agriculture Limited, NWF Fuels Limited and New Breed (UK) Limited) (the "**Company**"), or on its behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with the Company, wherever located.

#### 4. **Who is responsible for the policy?**

4.1 The Board of Directors of NWF Group PLC has overall responsibility for ensuring this policy complies with the Company's legal and ethical obligations, and that all those under the Company's control comply with it.

#### 5. **What are Bribery and Corruption**

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

##### 5.5 **Offering a bribe:**

You offer a potential client tickets to a major sporting event, but only if they agree to do business with the Company.

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

##### 5.6 **Receiving a bribe:**

A supplier gives a family member of yours a job but makes it clear that in return they expect you to use your influence in the Company to ensure the Company continues 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.

#### 6. **What is Not Acceptable**

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. Give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

- 6.1.4. Offer or accept a gift to or from government officials or representatives, or politicians or political parties.
- 6.1.5. Accept a payment, gift or hospitality from a third party that you know, or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return;
- 6.1.6. Accept hospitality from a third party that is unduly lavish or extravagant under the circumstances;
- 6.1.7. Threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- 6.1.8. Engage in any other activity that might lead to a breach of this policy.

## **7. Facilitation payments and kickbacks**

- 7.1 The Company does not make, and will not accept, facilitation payments or "kickbacks" of any kind.
- 7.2 **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).
- 7.3 **Kickbacks** are typically payments made in return for a business favour or advantage.
- 7.4 You must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by the Company or on its behalf. If you are asked to make a payment on the Company's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Company Secretary.

## **8. Gifts, hospitality and expenses**

- 8.1 This policy does not prohibit reasonable and appropriate hospitality or entertainment given and received to or from third parties, for the purposes of:
  - 8.1.1. establishing or maintaining good business relationships;
  - 8.1.2. improving or maintaining the Company's image or reputation; or
  - 8.1.3. marketing or presenting the Company's products and/or services effectively.
- 8.2 The giving or receipt of gifts is not prohibited, if the following requirements are met:
  - 8.2.1. it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to 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 complies with any applicable local law;

- 8.2.3. it is given in the Company's name, not in your name;
  - 8.2.4. it does not include cash or a cash equivalent (such as gift certificates or vouchers);
  - 8.2.5. it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas time;
  - 8.2.6. it is given openly, not secretly; and
  - 8.2.7. you declare it immediately to Natalie Tipper ([Natalie.tipper@nwf.co.uk](mailto:Natalie.tipper@nwf.co.uk)) in the Company Secretarial department.
- 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 the Company's 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 The Company appreciates that practices vary 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.

## **9. Donations**

- 9.1 The Company does not make contributions to political parties.
- 9.2 The Company only makes charitable donations that are legal and ethical under local laws and practices.

## **10. Record-Keeping**

- 10.1 The Company must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 10.2 You must declare all hospitality or gifts given or received (in accordance with section 8.2.7), which will be subject to review by the Company Secretary.
- 10.3 You must ensure all expense claims relating to hospitality, gifts or payments to third parties are submitted in accordance with the Company's expenses policy and specifically record the reason for the expenditure.
- 10.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, including customers, suppliers and business contacts, should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

## **11. Your responsibilities**

- 11.1 You must ensure that you read, understand and comply with this policy.

11.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the Company or under the Company's control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

## **12. How to raise a concern**

12.1 You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage.

12.2 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 notify the Company Secretary, or report it in accordance with the Company's Whistleblowing Policy, as soon as possible.

12.3 If you are unsure whether an act constitutes bribery or corruption, or if you have any other queries, these should be raised with your Manager or the Company Secretary.

## **13. Protection**

13.1 Individuals who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. The Company encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

13.2 The Company is committed to ensuring no one suffers any detrimental treatment because 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 Company Secretary immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the Grievance Policy.

## **14. Training and communication**

14.1 Training on this policy forms part of the induction process for all individuals who work for the Company, and regular training will be provided as necessary.

14.2 The Company's zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of the Company's business relationship with them and as appropriate thereafter.

## **15. Breaches of this policy**

15.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

15.2 The Company may terminate its relationship with other individuals and organisations working on its behalf if they breach this policy.

**16. Potential risk scenarios: "red flags"**

- 16.1 The following is a list of possible red flags that may arise during the course of you working for the Company 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.
- 16.2 If you encounter any of these red flags while working for the Company, you must report them promptly to your manager or to the Company Secretary or using the procedure set out in the Whistleblowing Policy:
- 16.2.1 you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
  - 16.2.2 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;
  - 16.2.3 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 for the Company;
  - 16.2.4 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;
  - 16.2.5 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
  - 16.2.6 a third party requests an unexpected additional fee or commission to "facilitate" a service;
  - 16.2.7 a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
  - 16.2.8 a third party requests that a payment is made to "overlook" potential legal violations;
  - 16.2.9 a third party requests that you provide employment or some other advantage to a friend or relative;
  - 16.2.10 you receive an invoice from a third party that appears to be non-standard or customised;
  - 16.2.11 a third party insists on the use of side letters or refuses to put terms agreed in writing;
  - 16.2.12 you notice that the Company has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
  - 16.2.13 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 the Company; or
  - 16.2.14 you are offered an unusually generous gift or offered lavish hospitality by a third party.