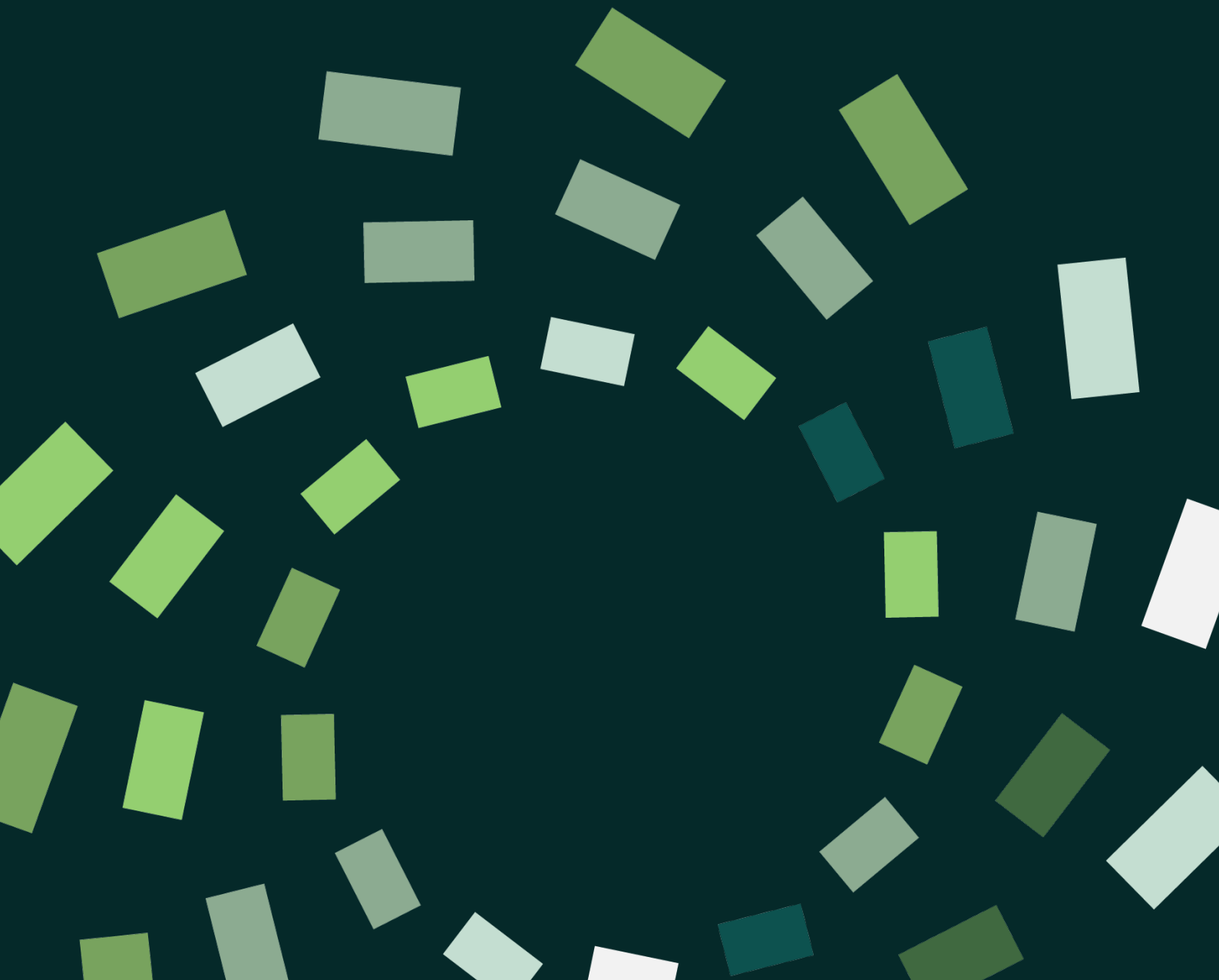

Anti-corruption and bribes



Contents

1.	Policy statement	3
2.	About this policy	3
3.	Who must comply with this policy?	4
4.	Who is responsible for this policy?	4
5.	What are bribery and corruption?	4
6.	What you must not do	5
7.	Facilitation payments and kickbacks	5
8.	Gifts, hospitality and expenses	6
9.	Donations	6
10.	Record-keeping	7
11.	Your responsibilities	7
12.	How to raise a concern	7
13.	Protection	8
14.	Training and communication	8
15.	Breaches of this policy	8
16.	Potential risk scenarios: “red flags”	9

Anti-corruption and bribery gifts and hospitality

1. Policy statement

- 1.1 It is the policy of Green Guarantee Company Limited (“GGC”) to conduct all of its business in an honest and ethical manner. GGC 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 GGC operates and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2 GGC will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which GGC operates. However, GGC 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:
 - a) set out GGC’s responsibilities, and of those working for GGC, (including Development Guarantee Group Limited (“DGG”) who is the manager of GGC) in observing and upholding GGC’s position on bribery and corruption; and
 - b) provide information and guidance to those working for GGC 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 GGC fails to prevent bribery GGC can face an unlimited fine, exclusion from tendering for public contracts, and damage to GGC’s reputation. GGC therefore takes its legal responsibilities very seriously.
- 2.3 GGC has identified that the following are particular risks for our business and the steps taken to address those risks:
 - 2.3.1 Risk of bribes being accepted by individuals originating transactions. This will be addressed by ensuring there is a thorough credit approval process that all transactions must adhere to.
 - 2.3.2 Risk of bribes being paid by members of staff in the course of doing business. This is addressed by a zero-tolerance policy on bribes that all staff must adhere to; and
 - 2.3.3 Risk of acceptance of inappropriate corporate hospitality by members of staff. This is addressed by individuals team members taking responsibility for reporting all gifts received

- 2.3.4 In this policy, third party means any individual or organisation you come into contact with during the course of your work for GGC, 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.

3. Who must comply with this policy?

- 3.1 This policy applies to all persons working for GGC or on GGC's 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 GGC, wherever located.

4. Who is responsible for this policy?

- 4.1 The Board of GGC has overall responsibility for ensuring this policy complies with GGC's legal and ethical obligations, and that all those under GGC's control comply with it.
- 4.2 DGG 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 within GGC (and DGG) 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 GGC's Board.

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 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.

6. What you must not do

- 6.1 It is not acceptable for you (or someone on your behalf) to:
- a) 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;
 - b) 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;
 - c) 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;
 - d) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
 - e) offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the GGC Board;
 - f) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
 - g) engage in any other activity that might lead to a breach of this policy.

7. Facilitation payments and kickbacks

- 7.1 GGC 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). They are not common in the UK but may be common in some other jurisdictions in which GGC will operate.
- 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 a facilitation payment or kickback being made or accepted by GGC or on GGC’s behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on GGC’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 your manager.

8. Gifts, hospitality and expenses

- 8.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:
- a) establishing or maintaining good business relationships;
 - b) improving or maintaining our image or reputation; or
 - c) marketing or presenting our products and/or services effectively.
- 8.2 The giving and accepting of gifts is allowed if the following requirements are met:
- a) 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;
 - b) it is given in our name, not in your name;
 - c) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - d) 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;
 - e) it is given openly, not secretly; and
 - f) it complies with any applicable local law.
- 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 GGC'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 GGC appreciates 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.

9. Donations

- 9.1 GGC does not make contributions to political parties.

10. Record-keeping

- 10.1 GGC 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 and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.
- 10.3 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with GGC's expenses policy and record the reason for expenditure.
- 10.4 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.

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 GGC or under GGC's control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.3 You must notify your manager 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 GGC or indicates to you that a gift or payment is required to secure their business.

12. How to raise a concern

- 12.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption 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 your manager as soon as possible.
- 12.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

13. Protection

- 13.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. GGC aims 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.
- 13.2 GGC is 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 raise it with your manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally.

14. Training and communication

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

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 GGC may terminate our relationship with other individuals and organisations working on GGC's 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 GGC 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 GGC, you must report them promptly to your manager:
- a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
 - b) 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;
 - c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with GGC, or carrying out a government function or process for GGC;
 - d) 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;
 - e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
 - f) a third party requests an unexpected additional fee or commission to “facilitate” a service;
 - g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
 - h) a third party requests that a payment is made to “overlook” potential legal violations;
 - i) a third party requests that you provide employment or some other advantage to a friend or relative;
 - j) you receive an invoice from a third party that appears to be non-standard or customised;
 - k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
 - l) you notice that GGC has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
 - m) 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 GGC; or
 - n) you are offered an unusually generous gift or offered lavish hospitality by a third party.