



Froneri Group Anti-Bribery and Corruption Policy

Policy Owner:	Chontelle Wright (Group General Counsel)
Approval:	Froneri International Ltd Board
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Anti-Bribery Policy

Froneri is committed to maintaining the highest standards of ethics and integrity in the conduct of its business.

As a business and as colleagues, we do not tolerate, permit, or engage in bribery, corruption, or improper payments of any kind in our business dealings. This applies to our operations wherever the business is conducted, and to the business activities of our partners and service providers.

We are committed to the following principles:

- We will carry out business fairly, honestly and openly.
- We will not give or offer any money, gift, hospitality, incentive trips or other advantage to any employee of a customer, a prospective customer, a public body, or a third party, with the intention of inducing the employee to do something improper in relation to their work or the exercise of their discretion.
- We will not give or offer any money, gift, hospitality, incentive trip or other advantage to any public official or third party connected to a public official with the intention of influencing the public official to our business advantage.
- Our business partners and service providers must not bribe in connection with our business.
- Colleagues must not accept money, gifts, hospitality and/or other advantages from any suppliers, service providers or business partners which are intended to influence a business decision or transaction in some improper way.
- No Colleague or associated person will suffer demotion, penalty, or other adverse consequence for refusing to pay bribes or for refusing to do anything else that it is unethical or improper; nor will they suffer such adverse consequence by reporting such suspected conduct.
- We will avoid doing business with others who do not have an equivalent Anti-Bribery commitment.
- We are committed to an ongoing programme to counter the risk of us being involved in bribery and we will monitor compliance with our Anti-Bribery Policy.

Any concerns relating to a breach of this policy may be reported via the Froneri whistle blower line (see the Froneri Group Integrity Call Policy for local contact numbers in your country or visit: www.safecall.co.uk/report).

A handwritten signature in blue ink, appearing to read "Ibrahim Najafi".

Ibrahim Najafi, Chief Executive Officer
12th February 2024



1. Purpose and Objective

- 1.1** It is Froneri's policy to conduct all 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.
- 1.2** Froneri Group is headquartered in the UK and therefore we are subject to the UK Bribery Act 2010, which may apply to our operations worldwide if bribery occurs anywhere in our business. We must also comply with any other anti-bribery and corruption laws which apply to our activities in the countries in which we operate.
- 1.3** The purpose of this Policy is to set out minimum responsibilities and requirements of Froneri Group businesses and colleagues in observing and upholding our position on bribery and corruption; and to provide guidance on how to recognise and deal with bribery and corruption issues.
- 1.4** This Policy is an internal document and cannot be shared without prior authorisation from Group Legal.
- 1.5** Where there are differences between these Policy requirements and the local law, you must apply whichever sets the highest standard of behaviour.
- 1.6** We reserve the right to change this Policy at any time and the updated Policy will be published to Country Managers and made available on the Froneri intranet.

2. Policy Requirements

- 2.1** Each Froneri Group business must implement their own local Anti-Bribery Policy which incorporates these minimum Policy requirements. Copies of such policies must be available for inspection by Group Legal at any time. Related policies and guidelines as well as template documents referenced in this Policy are available from Group Legal to help Froneri businesses to implement their own local policies.
- 2.2** Country Managers, Heads of Finance, departments, and managers are responsible for implementing their own local policies including appropriate practices, processes, controls, and training.

3. Bribery and Corruption

- 3.1** Bribery and corruption are criminal offences in most countries where Froneri does business. All forms of bribery and corruption are prohibited by Froneri.
- 3.2** We must not:
 - pay or offer to pay a bribe;
 - receive or agree to receive a bribe;
 - bribe a foreign public official; or
 - fail to take reasonable measures to prevent bribery by those acting for or on our behalf.



4. What is Bribery?

4.1 Bribery is:

- offering, promising, or giving anything of value to cause another to act improperly in order to obtain business for Froneri or an advantage for an individual; or
- requesting or accepting anything of value as a reward for acting improperly in relation to the awarding of business by Froneri.

4.2 A person acts improperly if they act illegally, unethically or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust.

4.3 Bribes can include money, gifts, hospitality, expenses, job offers, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration (e.g. awards of contract/business). Bribes take many forms and can be direct personal benefits or indirect benefits, for example, a job given to a relative of a person who can secure substantial sales for us; or a gift given to a spouse of a supplier in return for favourable trading terms.

4.4 Specifically, in respect of foreign public officials, a bribe can be anything of value that is offered or given with the intention of influencing the public official to allow us to obtain or retain a business advantage.

4.5 A "foreign public official" is a wide category which includes any person who exercises a public function for or on behalf of a government, a government agency, or a local or public authority of any country or territory; a politician or a candidate for political office; a person who works for a public international organisation; an official exercising any public function in a state-owned enterprise in any country or territory; and any person, whether elected or appointed, who holds a legislative, administrative or judicial position of any kind in a country or territory.

4.6 There is no set monetary threshold that defines a bribe and there is no need for a bribe to be successful to be viewed as corrupt; the "offering" or "requesting" of a bribe is enough for it to amount to a criminal offence.

4.7 Bribes can be passed directly between the person paying the bribe and the person who will benefit from the bribe.

Examples of Bribery

Example 1: Offering a bribe: You offer a potential customer tickets to a major sporting event, but only if they agree to award us a major supply contract in an upcoming tender. This would be an offence as you are making an offer to improperly influence the tender and gain a commercial and contractual advantage. Froneri 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 customer to accept your offer.

Example 2: 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 Froneri to ensure we do business with them. It is an offence for the 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.

Example 3: Bribing a public official: You arrange for the business to pay €200 to a customs official to speed up the processing of Froneri goods through customs. The offence is committed as soon as the offer is made because it is made to gain a business advantage for Froneri. Froneri may also be found to have committed an offence.



4.8 The following examples would be **unlikely** to constitute a bribe:

- Approved sales discounts or rebates offered to an organisation as part of normal commercial negotiations to secure a sales contract or win new business.
- Proportionate and occasional corporate hospitality to customers and clients with the intention of building relationships or of celebrating the conclusion of a successful negotiation.
- A routine and proportionate lunch with a customer or supplier to discuss the business relationship with them.
- Small, low value, branded Christmas gifts.

4.9 If you are unsure about whether a particular act could amount to bribery, contact your local Legal representative (or Group Legal, if none in country).

4.10 All colleagues are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage. See the Section of this Policy on '**Raising Concerns**' for further guidance.

5. Facilitation Payments and Kickbacks

5.1 Froneri does not make, and will not accept, facilitation payments or kickbacks of any kind. We make no distinction between bribes and so-called "facilitation", "grease", "speed" or "dash" payments.

5.2 You must not make or accept facilitation payments in connection with our business and any attempt to extract such a payment should be reported to Group Legal as soon as practicable.

What is a Facilitation Payment?

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

What is a Kickback?

Kickbacks are also a type of bribe, typically payments made in return for a business favour or advantage and are most often associated with procurement contracts e.g. a bidder in a tender process offering a cash payment to a procurement officer if their bid were to be successful.

5.3 The only exception to this prohibition of payments would be in circumstances where there is a real and imminent threat to the health, safety, personal security, or welfare of Colleagues or third parties or a member of his or her family. An example of this would be where a Customs Official makes a demand for payment together with a threat that if payment is not made, the person may be detained. If your personal safety is threatened, we would not expect you to refuse to make payment.

5.4 If you decide to make a payment due to such a threat, this exceptional circumstance must be reported immediately and followed up in writing to your Manager. The payment must be accurately recorded as



an "Extortion Payment". The Manager should report the payment to Group Legal so that remedial action can be taken.

- 5.5 Legitimate fast track payments to a public body for which an official receipt is provided are not considered to be facilitation payments.
- 5.6 If you are asked to make a payment on Froneri'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.
- 5.7 Any payments out of the business must be supported by appropriate documentation (e.g. a contract or an invoice) and must be approved in accordance with local Froneri business approval processes.

6. Local Customs

- 6.1 We understand that different Froneri territories have different social and cultural customs. This doesn't affect the application of this Policy; however, we understand the need to be sensitive to local customs (for example, where refusing to accept a gift would be uncustomary in a certain culture and could alienate a key contact). In cases where local written custom conflicts with the terms of this Policy, please refer to Group Legal.
- 6.2 Where there are differences between these Policy requirements and the local law, you must apply whichever sets the highest standard of behaviour.

7. Risk Assessment of Territories in Which We do Business

- 7.1 We recognise that as a global business, Froneri operates in territories which present a higher risk of bribery and corruption than others depending on the particular political and social landscape. It is vital that we understand the risk associated with operating in all territories where Froneri does/proposes to do business either directly or via third party agents and intermediaries (such as distributors and sales agents).
- 7.2 Before doing business in any new territory, you must assess the risks associated with that territory from a bribery and corruption perspective to identify and implement any controls required to manage the risks of operating in that territory proportionate to the bribery and corruption risk. This risk assessment must be documented (a template is available from Group Legal). Group Legal is available to support with this assessment. The Corruption Perceptions Index <https://www.transparency.org/> score is an accepted indicator of the level of associated bribery and corruption risk in a particular territory.
- 7.3 If you propose to do business in a new territory either directly or indirectly, you must obtain the approval of your local Country Manager and the Group Commercial Director in addition to conducting a risk assessment.

8. Public Officials

- 8.1 Particular care must also be taken in all dealings with public officials because bribery of a foreign public official represents a separate offence under anti bribery laws if a person intends to influence the official in their capacity as a public official.
- 8.2 "Public official" includes (but isn't limited to) government officials (like local mayors or council officials), those working for international organisations, political parties, and candidates. Stricter control requirements will therefore apply to Froneri's dealings with public officials for this reason.



9. Knowing who we do Business With – Associated Persons

9.1 As well as where we do business, it is equally important that we know who we are doing business with. Under Anti-bribery laws, Froneri can be held liable for acts of bribery committed by its "Associated Persons" where they intend to obtain business or a business advantage for Froneri. This means certain individuals and organisations who Froneri interacts with (such as its employees worldwide, its service providers and its routes to market such as distributors and wholesalers) can create liability for Froneri if they commit bribery. This means Froneri needs to think not only about its own actions but those of its Associated Persons, taking a proportionate and risk-based approach.

“Associated Persons” – Who are They?

9.2 An Associated Person is someone who performs services on behalf of Froneri. Some examples are given below. This list is **not** exhaustive. Any time a third-party acts on Froneri’s behalf, they may be an associated person.

Our workforce	<ul style="list-style-type: none"> • Employees • Directors • Contractors • Consultants • Temporary workers/agency personnel
Agents and intermediaries/RTM	<ul style="list-style-type: none"> • Distributors (potentially) • Sales agents • Ex van sellers •
Suppliers that act on our behalf	<ul style="list-style-type: none"> • Marketing agencies • Professional advisors (e.g. law firms and financial advisors) • Outsourced service providers (e.g. payroll providers, certain IT suppliers) • PR agencies • Third party logistics providers

9.3 These third parties are likely to be deemed Associated Persons of Froneri and so there is a high risk that acts of bribery committed by such parties could create a liability for Froneri.

9.4 Under anti-bribery laws it is not possible to contract out of a party being an Associated Person. Whether a party is an associated person depends on the facts of the situation and law enforcement tend to take a broad interpretation of the definition of an associated person.

9.5 Each Froneri business must therefore have adequate procedures in place to identify its Associated Persons and to prevent acts of bribery by them. This includes due diligence, approvals and contractual assurances. Specific control requirements are set out below.

10. Minimum Policy Requirements – Workforce

Due Diligence

10.1 Each Froneri business must carry out due diligence in relation to all new staff members before they are engaged which must include, as a minimum, the following checks:



- verification of identity;
- confirmation of residency and the right to work in your territory;
- verification of qualifications or licences required for role (for example for employees operating vehicles); and
- employment references, including dates of employment (covering at least three years).

10.2 In addition, in respect of individuals who have access to company funds or hold a position of seniority, including Directors, Country Managers, Heads of Department (including Heads of Finance and Heads of Sales) and those reporting to Head of Finance in your country (including the Accounts Payable and Accounts Receivable functions), due diligence must include the following additional checks:

- criminal records checks;
- credit or other financial checks; and
- verification of relevant professional qualifications.

10.3 Where such checks are not permitted by local law, please refer to Group Legal to discuss an alternative process.

10.4 Due diligence should be refreshed as necessary during the relationship, including for example when an individual is promoted or changes job role.

Employment Contracts and Approvals

10.5 In addition to due diligence, each Froneri business shall ensure that all employee appointments, promotions, transfers and changes in remuneration are approved by the relevant Head of Department and HR Manager and in accordance with the Froneri Group DOA (see section [24] below).

10.6 Each Froneri business must also ensure that its contracts of employment contain provisions requiring each employee to comply with its local Anti-Bribery Policy and related procedures at all times. It must be clear in employment contracts that failure to do so will result in a disciplinary matter and may result in termination of employment. The *Froneri Template Anti-Bribery and Corruption Contractual Clauses* contain an example of a clause that can be inserted into standard employment contracts for this purpose (subject to local legal review).

11. Minimum Policy Requirements – Agents and Intermediaries (Inc. Routes to Market)

Due Diligence

11.1 As well as our workforce, you must carry out due diligence on any agents, intermediaries, including routes to market (such as distributors) you engage, to verify their identity and assess their suitability as a business partner of Froneri. Each Froneri business must have a written process in place for carrying out that due diligence, a copy of that process should be made available to Group Legal on request. We advocate a risk-based approach to the selection and verification of agents and intermediaries and each local business is free to determine the methods it uses to perform its due diligence, however as a minimum, checks should include a verification of the third party's business registration, desktop research and a sanctions check (see *Froneri Group Sanctions Policy*). It is expected that each Froneri business will gather certain minimum details about agents, intermediaries and route to market partners before they are engaged, an example of how you can do this is by using the *Froneri Template Third Party Questionnaire*.



- 11.2 If during due diligence you identify any of the Risk Indicators at Appendix 1 in respect of any agent/intermediary, you must obtain approval from your local Legal advisor (or Group Legal where none in country) and local Country Manager before proceeding.
- 11.3 Once due diligence is successfully completed and an agent or intermediary is engaged, you must continue to monitor and reaffirm the appropriateness of the relationship. Periodic due diligence must be completed at least every three years based on these minimum Policy requirements or earlier if you become aware of a material change to the agent's or intermediary's business (e.g. business sale).
- 11.4 Each Froneri business must keep an adequate record of its agent and intermediary arrangements and be able to provide to Group Legal on request: the agent/intermediary's name, principle business address, details of the relationship, the due diligence performed on the agent/intermediary and the reasons why they have been engaged including a copy of the written contract with them. A *Froneri Template Third Party Register* is available from Group Legal as an example of how you can record such information.

Agent and Intermediary Contracts and Approvals

- 11.5 Contracts must be approved in accordance with the Froneri Group DOA.
- 11.6 You must have clear written contracts with all third-party agents and intermediaries, and these must include the *Froneri Template Anti-Bribery and Corruption Contractual Clauses*, or equivalent language approved by Group Legal.
- 11.7 You must provide any agent or intermediary with a copy of the *Guide to Working with Froneri* and contractually require them to comply with it.

12. Minimum Policy Requirements – Suppliers

Due Diligence

- 12.1 You must always exercise appropriate levels of due diligence when engaging any new supplier. Each Froneri business must have a written process in place for onboarding new suppliers. A copy of that process should be made available to Group Legal and/or Group Supply Chain on request.
- 12.2 Before any raw materials and packaging suppliers are engaged you must carry out due diligence using the New Supplier Questionnaire (available from Group Supply Chain Director), in addition to any checks carried out on suppliers generally (see para 10.3, below).
- 12.3 For all other suppliers, each local business may determine the methods it uses to perform its due diligence adopting a risk based and proportionate approach. However, as a minimum, checks should include a verification of the supplier's business registration, desktop research and a sanctions check (see *Froneri Group Sanctions Policy*). A tender should also be conducted where required (please see the Finance Manual). It is expected that each Froneri business will gather certain minimum details about suppliers before they are engaged. An example of how you can do this is by using the *Froneri Template Third Party Questionnaire*.
- 12.4 If during due diligence you identify any of the Risk Indicators at Appendix 1 in respect of any supplier, you must obtain approval from your local Legal advisor (or Group Legal where none in country) and local Country Manager before proceeding.



- 12.5** Once due diligence is successfully completed and a supplier is engaged, Froneri operating businesses must monitor and reaffirm the appropriateness of the relationship. Periodic due diligence must be completed at least every three years based on these minimum Policy requirements or earlier if you become aware of a material change to the third party's business (e.g. business sale).
- 12.6** Each Froneri business must keep an adequate record of its supplier arrangements and be able to provide to Group Legal on request: the Supplier's name, principle business address, details of the supply, the due diligence performed on the supplier and the reasons why they have been engaged including a copy of the written contract with them. A *Froneri Template Third Party Register* is available from Group Legal as an example of how you can record such information.

Supplier Contracts and Approvals

- 12.7** Contracts must be approved in accordance with Froneri Group DOA.
- 12.8** You must have clear written contracts with all suppliers which includes a requirement to comply with the *Froneri Supplier Code*, a copy of which must be provided to the supplier at the beginning of our relationship with them and periodically thereafter.
- 12.9** Where suppliers may be associated persons (e.g. outsourced service providers), the written contract with the supplier must include the *Froneri Template Anti-Bribery and Corruption Contractual Clauses*, or equivalent language approved by Group Legal.

13. Training and Audit of Associated Persons

- 13.1** You must also ensure that you communicate with any Associated Persons to ensure that they understand their obligations not to engage in bribery and corruption. The *Froneri Third Party Do's and Don'ts Guidance* (available from Group Legal) is an example of how you can communicate these requirements to your Associated Persons.
- 13.2** Another way you can encourage Associated Persons to understand their obligations is to ensure the *Froneri Supplier Code* and the *Guide to Working with Froneri* are communicated regularly. All suppliers should be contractually signing up to the *Froneri Supplier Code*. The *Guide to Working with Froneri* should be used with intermediaries/RTM and should also form part of our contracts with those third parties.
- 13.3** You must also take reasonable steps to verify the Associated Person's specific compliance with Anti-bribery laws. The *Froneri Template Anti-Bribery and Corruption Contractual Clauses* give two ways in which you can do this:
- each local Froneri business must require the Associated Person to certify their compliance with Anti-bribery laws and the Anti-bribery and Corruption clauses in your agreement with them. The frequency of such certification should be practical and proportionate to the number and nature of Associated Persons in your territory; or
 - each local Froneri business must require the Associated Person to keep records of payments under your agreement with them and to show their compliance with Anti-bribery laws and the Anti-bribery and Corruption clauses in your agreement with them. You may audit the Associated Person on reasonable notice (or without in the case of a suspected breach). Each local Froneri business must put in place appropriate and proportionate procedures to periodically audit a sample of its Associated Persons to verify their compliance.



14. Customer Related Risk

Customer Due Diligence

- 14.1** Customer due diligence is essential to ensure that Froneri does not form relationships with third parties who represent a risk to Froneri from a bribery and corruption perspective.
- 14.2** Each Froneri business must have written processes in place to carry out appropriate customer due diligence proportionate to the nature of the relationship with customer (for example the location of the customer, whether they are known to us etc.) As a minimum, for every new customer you must verify the customer's identity (i.e. by verifying company registration details against public sources), conduct desktop searches and a sanctions check (see *Froneri Group Sanctions Policy*) and take steps to confirm their suitability for working with Froneri. The local process must be in writing and be made available to Group Legal on request.
- 14.3** If any of the Risk Indicators at Appendix 1 are identified during the due diligence process, please refer to local Legal Counsel (or Group Legal if none) and Country Manager for approval before proceeding.

Customer Contracts

- 14.4** Once due diligence is successfully completed and a customer account is set up, Froneri operating businesses must monitor and reaffirm the appropriateness of the relationship. Periodic due diligence must be completed at least every three years based on these minimum Policy requirements (or on renewal if sooner).
- 14.5** In addition to due diligence, for each customer you must be able to clearly evidence the agreed terms (including clear arrangements on remuneration and incentives), in a written agreement or otherwise.
- 14.6** Approvals must be obtained in respect of new customers in accordance with Froneri Group DOA.

15. Gifts and Hospitality

- 15.1** Froneri allows reasonable and appropriate hospitality or entertainment given to or received from third parties as part of its standard business operations, for the purposes of:
- establishing or maintaining good business relationships;
 - improving or maintaining our image or reputation; or
 - marketing or presenting our products and/or services effectively.
- 15.2** It is important however that any gift or hospitality given or received is not unnecessary, extravagant, or otherwise inappropriate, or which could be seen as an inducement or a reward for any preferential treatment.
- What you must not do:**
- 15.3** It is not acceptable for anyone acting on behalf of Froneri to give, promise or offer, or accept or request gifts or hospitality to obtain or reward a business advantage.
- 15.4** No gifts or hospitality should be given to any public official without prior approval in writing from Group Legal. You must also obtain written confirmation from that public official that such gift or hospitality does not breach their own internal guidance.



- 15.5 You should not accept a gift if you do not consider it to be appropriate or if you are not approved to receive it. If it is not practical or would cause embarrassment to refuse to accept a gift then the gift may be accepted but it must be reported to Group Legal who will either approve the gift's retention or decide on what action is appropriate.
- 15.6 A third party's relative, spouse or partner must not attend any hospitality without the prior approval of the Country Manager.

Threshold and Approvals for Giving/Receiving Gifts/Hospitality

- 15.7 Each Froneri operating business must have its own policy in respect of Gifts and Hospitality which as a minimum complies with the following guidelines:
- 15.8 You must obtain the following levels of approval before giving or receiving any gifts and hospitality as set out in the Table below. Those approvals should be documented in writing (which can include by email or in Kissflow):

Gifts or hospitality offered or received (values are in € or local currency equivalent) in any 12-month period	Approval required
Up to €100	Line Manager
>€100 - €999	Line Manager, Head of Department and Head of Finance
€1,000 - €24,999	Country Manager and Head of Finance
€25,000 or more	Group CEO, Group CFO, Group COO and Group General Counsel
During contract negotiations or tender process (irrespective of value)	Country Manager (plus the relevant value approval)
To government officials or representatives (irrespective of value)	Country Manager, Head of Finance and Group General Counsel (plus the relevant value approval)

Recording Gifts/Hospitality

- 15.9 Each Froneri business must keep a register of all Gifts and Hospitality offered and received whether accepted or not other than gifts with a value of less than €100 (or local currency equivalent). A *Froneri Template Gifts and Hospitality Register* is available from Group Legal as an example of how you can record such information, however you may use another format locally if preferred.
- 15.10 All gifts or hospitality given to a public official must also be recorded on the Register (regardless of value).
- 15.11 Before any hospitality or gifts are given you must confirm with the recipient that they are allowed to accept the hospitality / invitation / gift to the event under their own organisation's policies and procedures. If the hospitality or gift meets the above thresholds, then this confirmation must be received in writing (by email) from the recipient of the gift (preferably with the approval of their line manager) and the confirmation should be recorded in the register.
- 15.12 Each local Gifts and Hospitality Register should be kept locally and must be available for inspection by Group Legal on request.



16. Donations and Sponsorship

Donations

- 16.1** Froneri businesses must only make donations (e.g. charitable and political) that are legal and ethical under local laws and practices and which comply with the below minimum requirements.
- 16.2** As a minimum due diligence must be carried out on the potential recipient to verify their identity and their charitable/political status (as appropriate) prior to any donation being made.
- 16.3** You must obtain the following levels of approval before making any donations on behalf of Froneri, as set out in the Table below:

Donation (values are in € or local currency equivalent) made in any 12-month period	Approval required
Up to €999	Line Manager and Head of Finance
€1,000 - €199,999	Country Manager, Group General Counsel, Group CFO and Group Head of HR (if over €20,000)
€200,000 or more (across Group) or individual donations or series of donations in excess of €20,000	Froneri Group shareholders (please contact Group Legal for support) and Group General Counsel, Group CFO and Group CEO
Political donations (irrespective of value)	The relevant value approval (above) plus Froneri Group shareholders (please contact Group Legal for support) and Group General Counsel and Group CFO

Marketing Sponsorship

- 16.4** Sponsorship is a contribution in money, product or kind made by Froneri to a third party or an external organisation in support of an event, publication, or activity. Sponsorship typically involves payment of a fee or a payment in kind, such as employee time or use of premises or company assets. Sponsorship is not a donation, for which nothing is received in return, but rather a mutually beneficial activity for marketing purposes.
- 16.5** You must ensure that any such activities do not create the risk or appearance that sponsorships will be used to improperly influence the award/retention of business or other advantage. Froneri may only sponsor activities if they can be shown to be compatible with and promote the legitimate best interests of Froneri.
- 16.6** Each Froneri business must as a minimum comply with the following requirements in respect of Sponsorships:



- 16.6.1** For each sponsorship arrangement you must be able as a minimum to verify the third party's identity (for example by verifying the company registration details against public sources);
 - 16.6.2** All proposed sponsorships with a value of €1,000 (or local currency equivalent) or more to the same recipient over a 12-month period must be approved in advance by local Head of Marketing and local Country Manager.
 - 16.6.3** Any marketing spend must only be agreed in accordance with Froneri Group DOA requirements.
- 16.7** Once the donation/sponsorship has been made, you must obtain an accurate receipt and/or letter of acknowledgment from the recipient. All donations must be transparent and all Froneri businesses are required to keep a record locally of all donations made (other than charitable donations with a nominal value such as branded stationery with a value of less than €10 or local currency equivalent). *Froneri Template Sponsorship and Donations Register* is available from Group Legal as an example of how to record these although you may use another format locally if preferred. Such records must be made available for inspection by Group Legal on request.

17. Books and Record Keeping

- 17.1** Books, records, and accounts must be kept which accurately and fairly reflect all transactions.
- 17.2** You must not make, approve, or process any payment which relates to our business with the intention, understanding or suspicion that any part of the payment is to be used for any purpose other than that described by the documents supporting the payment. No "off the books" or unrecorded funds or accounts are permitted.
- 17.3** Froneri must keep adequate financial records and have appropriate internal controls in place which as a minimum:
 - 17.3.1** Ensure all financial transactions are properly authorised and accurately and completely recorded.
 - 17.3.2** Comply with all applicable laws and accounting standards.
 - 17.3.3** Follow all Anti-bribery laws and Froneri Group processes and policies for reporting information, accountancy, and audits (including the Froneri Group DOA).
 - 17.3.4** Ensure that no undisclosed or unrecorded account, fund or asset is established or maintained.
 - 17.3.5** Co-operate fully with internal and external audits.
 - 17.3.6** Show financial integrity in submitting or approving expense claims.
 - 17.3.7** Take steps to minimise the use of cash receipts in the business. Where it is necessary to for customers to pay in cash, please ensure that:
 - cash received is reconciled daily against stock;



- cash is deposited at the bank promptly, either by the individual that received the cash or by a secure third party cash handler;
- VAT registration details (or equivalent) are collected for each customer paying in cash;
- the business obeys limits on cash payments set by local laws (where applicable);
- relevant customers are contractually obliged to account for their own tax and comply with applicable laws;
- cash handling training is provided to any Froneri employee or representative involved in cash transactions;
- regular memos are sent to any third parties handling cash on Froneri's behalf to remind them that Froneri adopts a zero-tolerance approach to bribery, corruption and tax evasion. The Supplier Code and Guide to Working with Froneri should be shared (each as applicable).

17.4 Local Head of Finance is responsible for ensuring that adequate financial processes and procedures are in place in order to ensure compliance with these requirements.

18. Conflicts of Interest

18.1 All business decisions should be based on what is ethical and in the best interests of Froneri and not on the basis of personal considerations, relationships or associated interests. A conflict of interest is an activity, relationship or situation which could influence or impair your ability to make objective unbiased decisions on behalf of Froneri.

18.2 A conflict of interest arises when an employee or contracted third party's personal interests' conflict or could conflict with their responsibility to act in the best interests of Froneri. Wherever possible conflicts of interest should be avoided but where they do arise it is important that they are disclosed as soon as is possible and managed appropriately.

18.3 Examples of conflicts of interest include:

- An employee awarding a contract to a company in which he or she has a financial interest or a connection such as a relative or friend;
- Offering employment at Froneri to a close friend, associate or relative;
- Awarding a contract in return for an undisclosed personal benefit given to you by a supplier, such as a secret commission, a holiday, or high value corporate hospitality;
- An employee being a director, shareholder or consultant of another organisation that does business with Froneri; or
- Employees running their own companies or being involved in external activities such as political or community organisations.



- 18.4** A conflict of interest could, in the most serious cases, expose the individual to extortion demands or be the first step to criminal behaviour including bribery. Weak identification and management of conflicts of interest could undermine Froneri's reputation for integrity.
- 18.5** Each Froneri business must have preventive measures in place to manage potential and actual conflicts of interest, including an implemented process for employees and third-party suppliers to disclose any conflicts of interest at the stage of recruitment or appointment and then during their employment or engagement (for example a declaration of conflicts signed on onboarding and made available for ongoing disclosures).
- 18.6** All declarations should be notified to the relevant Country Manager for a decision on whether action should be taken in response. For example, if a conflict was disclosed that the Froneri employee responsible for running and assessing a tender had an interest in one of the companies bidding in the tender then that person should have no further involvement in that tender process.
- 18.7** All Froneri businesses are required to keep an up-to-date register of all disclosed conflicts of interest and the controls implemented in response to such conflicts. See *Froneri Template Conflicts of Interest Register* as an example of how conflicts may be recorded, however you may use another format locally if preferred.

19. Raising Concerns

- 19.1** All Froneri colleagues must raise concerns about suspected bribery or corruption, at as early a stage as possible. You can report your concerns to your Line Manager, Head of Finance, and your local Legal representative (or if none in country, Group Legal).
- 19.2** If uncertain about whether a certain action or behaviour could be considered bribery or corruption, you should speak to your Line Manager, Head of Finance, and your local Legal representative (or if none in country, Group Legal).
- 19.3** Employees can also raise their concerns swiftly and confidentially using the Froneri Integrity Call hotline. Please refer to the *Froneri Group Integrity Call Policy* for more information.

20. Training and Audit

- 20.1** Country Managers and Heads of Finance must regularly review all the systems and processes under their control to ensure they comply with this Policy and your local Anti-Bribery Policy and check that adequate governance controls and resources are in place to ensure that minimum requirements are being met.
- 20.2** As a minimum Country Managers and Heads of Finance must ensure all Froneri staff are trained on the requirements of this Policy and Anti-bribery laws every two years, and that targeted training is provided to those colleagues in high-risk roles (including Finance, Management, Sales, HR and Procurement) on an annual basis. Training should be provided more frequently if the circumstances require. Local businesses should also deliver additional training where appropriate, e.g. to address specific risks and knowledge gaps, or to explain local legal requirements. Records should be kept to evidence who received training and when. *Froneri Template Training Materials* are available from Group Legal.



20.3 From time-to-time Group Legal, supported by the Group Head of Internal Audit, will assess your country's compliance with the requirements of this Policy. Country Managers will be required to attest annually to compliance with this Policy to Group Legal.

21. Scope and Exceptions

21.1 This Policy applies to all Froneri businesses and colleagues.

21.2 This Policy does not override any applicable Anti-bribery laws in countries where Froneri operates. If a local Froneri business is subject to more stringent local laws, the higher standard will apply.

21.3 Each Froneri business must have its own local Anti-bribery and Corruption Policy that details local procedures and points of contact. However, any material local variations to or derogations from this Policy are only permitted with the prior written approval of the Group General Counsel.

22. Roles and Responsibilities

22.1 Country Managers and Heads of Finance are responsible for ensuring local business compliance with this Policy.

22.2 Local business colleagues are responsible for complying with any Froneri policies and procedures implemented to ensure compliance with this Policy and applicable Anti-bribery laws.

22.3 Group Legal is responsible for providing advice and guidance on compliance with this Policy and applicable laws.

23. Froneri Delegation of Authority References (DOA)

Policy Section	DOA section reference
6	9 – Legal and other matters (New business territory)
10	7 - Employee Related Transactions
11	5 - Revenue Arrangements (Distributor contracts)
12	4 - Purchases (Supplier contracts)
15	4 – Purchases (Gifts and Hospitality)
16	4 - Purchases (Marketing spend) 9 – Legal and other matters (Donations)
17	All
18	5 - Revenue Arrangements (Customer contracts)



24. Consequences for Non-Compliance

- 24.1** The potential consequences of being convicted of a bribery offence include severe criminal penalties for both individuals and companies. Companies can receive an unlimited fine, and individuals face up to ten years imprisonment and/or an unlimited fine on conviction and any other additional local law penalty. Fines for companies are likely to be heavy and a director convicted of a bribery offence is also likely to be disqualified from holding a position as a director for up to 15 years. "Senior officers" of a company can also be convicted where they have given their consent or have done nothing to prevent bribery.
- 24.2** Where anti-bribery laws are breached, as well as financial penalties, Froneri is also likely to face loss of customers, damage to reputation and it might also place Froneri in breach of contractual undertakings that it has given to third parties. We therefore take our legal responsibilities very seriously.
- 24.3** Given the potential consequences outlined above, failure to comply with this Policy may result in disciplinary action.

25. Contatti

In caso di domande sul contenuto di questa policy, si prega contattare l'Ufficio Legale del Gruppo.