

## **JOULES ANTI-BRIBERY POLICY FOR SUPPLIERS (the “Policy”)**

### **1. INTRODUCTION**

- 1.1. The Harborough Hare Limited and any subsidiaries from time to time (collectively referred to as “**Joules**”) is committed to carrying out business in an ethical and honest manner, upholding a strong anti-corruption culture, and to complying with all applicable anti-bribery and anti-corruption laws in all countries in which Joules conducts business. These laws include, but are not limited to, the UK Bribery Act 2010 (“**the Act**”).
- 1.2. Joules operates a zero-tolerance approach to any form of corruption. Corrupt conduct is prohibited whether it is committed by employees of Joules or anyone acting or performing work for the benefit of Joules such as Joules’ suppliers, service providers, manufacturers, agents, franchisees, contractors, consultants, business partners or distributors (collectively referred to as “**Suppliers**”).
- 1.3. The purpose of this Policy is to protect Joules and its Suppliers from breaches of anti-corruption laws. Joules requires its Suppliers to act honestly and with integrity at all times. Joules will not tolerate any Supplier being involved with any level of bribery or corruption. Suppliers are required to report any circumstances which are in breach of this Policy. All reported incidences of actual or suspected bribery or corruption will be promptly and thoroughly investigated and dealt with appropriately.
- 1.4. The Policy applies to all Suppliers of Joules. The Policy extends to all of Joules’ operations worldwide and Suppliers wherever located, regardless of geographical location. Compliance with the Policy is mandatory. Failure to comply with this Policy shall be deemed a material breach of contract entitling Joules to terminate the contract between Joules and the Supplier with immediate effect.

### **2. DEFINITIONS OF TERMS USED IN THE POLICY**

#### **2.1. Bribe:** This includes:

- offering, promising or giving anything of value to improperly influence another in order to obtain business or a business advantage for the Supplier or for Joules; and/or
- requesting or accepting anything of value as a reward for or as an inducement to act improperly in relation to the awarding of business by Joules or a Third Party.

Bribes can include money, gifts, hospitality, expenses, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration.

#### **2.2. Employees:** All workers performing duties on behalf of Joules, whether or not directly employed by Joules.

#### **2.3. Facilitation Payments:** Payments that are requested by Government Officials to speed up a routine government action such as:

- processing licences, permits, or other official documents;
- processing government paperwork such as visas and work orders; and

- providing services such as police protection and mail pick-up and delivery.

**2.4. Government Officials:** Officials of any government department or agency; officials of any public international organization (e.g., the United Nations); political parties and party leaders; candidates for public office; executives and employees of government-owned or government-run companies; anyone acting on behalf of any of these officials; an individual holding a legislative, administration or judicial position.

**2.5. Third Party:** Includes agents, brokers, partners, manufacturers, suppliers, consultants, subcontractors, joint venture partners and other representatives performing work for the benefit of a Supplier of Joules.

### 3. BRIBERY AND CONSEQUENCES FOR BREACHES OF ANTI-CORRUPTION LAWS

3.1. It is illegal to pay or receive a Bribe, regardless as to whether it is paid directly or indirectly. There is no need for the Bribe to be successful to be viewed as corrupt; the offering of a Bribe is a criminal offence. Joules expressly prohibits the offering, giving, solicitation or acceptance of any Bribe.

3.2. These principles apply equally in any jurisdiction in which Joules operates or carries on business.

3.3. Joules takes its legal responsibilities very seriously. The potential consequences for breaches of anti-bribery laws may include:

3.3.1. **For Individuals:** significant monetary fines against individuals, imprisonment and disqualification from acting as a director.

3.3.2. **For bodies corporate (including Joules and its corporate Suppliers):** facing an unlimited fine, severe damage to corporate brand and reputation, the loss of the ability to trade in certain jurisdictions, debarment from bidding for government contracts, loss of business, legal action by competitors, litigation and substantial investigation expenses.

### 4. RESPONSIBILITY AND ENFORCEMENT

4.1. It is the responsibility of each Supplier to:

4.1.1. ensure that this Policy is read, understood and complied with by its staff and relevant Third Parties;

4.1.2. prevent, detect and report any acts or suspected acts of bribery or corruption;

4.1.3. avoid any activity that might lead to or suggest a breach of this Policy; and

4.1.4. exercise due diligence at all times when dealing with Third Parties.

4.2. Joules views corruption and bribery very seriously. Joules will investigate all allegations of corruption and take legal and/or disciplinary action in all cases where it is considered appropriate.

4.3. Where a case is referred to the police or other law enforcement agency, Joules will co-operate fully with the criminal investigation.

## **5. GIFTS AND HOSPITALITY**

- 5.1 Joules recognises that the giving and accepting of gifts, entertainment and hospitality can be part of building normal business relationships.
- 5.2 However, Joules' employees are obliged to ensure that any gifts or hospitality offered or received are proportionate and comply with Joules' Gifts and Hospitality policy before being given or accepted. Therefore, please do not be offended if Joules is unable to accept any gifts or hospitality offered by a Supplier.
- 5.3 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. Where a Supplier is giving or receiving gifts or hospitality, 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.

## **6. FACILITATION PAYMENTS**

- 6.1. Facilitation Payments (also known as "speed", "kick-back", "back-hander" or "grease" payments) are illegal and Joules does not permit any sort of payment or the giving of anything of value to a Government Official, where it is to obtain or retain business or some other commercial advantage for a Supplier or for Joules.
- 6.2. No Facilitation Payment may be made on Joules' behalf whether by Joules' employees or its Suppliers.
- 6.3. Facilitation Payments are Bribes and, subject to clause 6.4, may not be made at any time irrespective of prevailing customs in certain territories. If you are asked to make a payment on Joules' behalf, you should always be mindful of what the payment is for (including whether it is a Facilitation Payment) and whether the payment amount 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 immediately raise these with your contact at Joules.
- 6.4. If the demand for a Facilitation Payment is accompanied by threat of physical harm, then put safety first: make the payment and then report the circumstances and the amount of the payment immediately to Joules.

## **7. THIRD PARTY PAYMENTS, USE OF THIRD PARTIES AND DUE DILIGENCE**

- 7.1. You must not make a payment to a Third Party if you know or suspect that they may use or offer all of the portion of the payment directly or indirectly as a Bribe.
- 7.2. Suppliers are responsible for ensuring that Third Parties engaged by them are legitimate service providers. Before engaging any such party, Suppliers are required to undertake appropriate due diligence checks. This will include a corruption risk assessment of various factors, including (1) the country in which business is to be conducted, (2) the Third Party's potential business partners and (3) the nature of the proposed service or transaction. All paperwork and records documenting the due diligence checks should be retained for a minimum of 6 years.

- 7.3. Where there is considered to be a significant bribery risk with regard to Third Parties, Suppliers must consult their contact at Joules and this will be escalated internally at Joules for approval before any such party is engaged.
- 7.4. When dealing with Third Parties, some Red Flags to watch out for as indicators of potential violations of anti-corruption laws and/or heightened bribery risks include:
- 7.4.1. a country in which a Supplier is conducting or seeking to conduct business is a high-risk jurisdiction/location for corruption, or the Third Party is based in such a jurisdiction/location;
  - 7.4.2. goods are passing through international borders (particularly between high risk jurisdictions/locations);
  - 7.4.3. the services involve Third Parties paying fees, taxes or payments on behalf of a Supplier or Joules in relation to the import or export of goods or obtaining official permits, permissions or agreements from Government Officials;
  - 7.4.4. a Government Official recommends that you hire a specific third party;
  - 7.4.5. the proposed compensation of a Third Party to be retained is unreasonably high compared to the market rate without a reasonable explanation;
  - 7.4.6. a Third Party requests that payments be made off-shore or to an account in a country other than where it is based; to an unknown third party; be split among multiple accounts; or any other unusual financial arrangement;
  - 7.4.7. a Third Party lacks the qualifications, staff or resources to perform the expected services, or relies heavily on political or government contacts;
  - 7.4.8. a Third Party will not agree to terms requiring compliance with anti-corruption laws; and
  - 7.4.9. upon checking references, a Third Party has a bad reputation or is not well regarded or known in the industry.

## **8. RECORD KEEPING**

- 8.1. All accounts, invoices, and other documents and records relating to your dealings with Joules and Third Parties must be prepared and maintained with strict accuracy and completeness. All payments received or made by you must be accurately recorded in the Supplier's books and records.
- 8.2. All financial transactions must be authorised by appropriate management in accordance with internal control procedures.

## **9. OBLIGATIONS TO REPORT BREACHES**

- 9.1 All Suppliers are responsible for compliance with this Policy, and are required to report any circumstances where there may have been improper behaviour in breach of this Policy. Suppliers can report any instances of suspected corruption to their contact person at Joules or to another manager. All matters will be dealt with in strict confidence and in accordance with all applicable laws.

## **10. MONITORING AND REVIEW**

- 10.1. If a Supplier wants to ask a question about this Policy they should reach out to their usual contact at Joules who will escalate this internally for a response.
- 10.2. This Policy will be reviewed regularly, and at least on an annual basis, to ensure its suitability, adequacy and effectiveness.
- 10.3. Joules welcomes comments and suggestions with regard to improving this policy and its effectiveness.