

ANTI BRIBERY AND CORRUPTION POLICY

1. Policy Statement

1.1. It is our policy to conduct all of 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.

1.2. SDI Group and its subsidiaries ("SDI") uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, as we are headquartered in the UK, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

1.3. 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 we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

1.4. As such, any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

2. Who must comply with this policy?

2.1. This policy applies to all persons working for SDI Group plc or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents (including distributors and resellers), contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, therefore hereinafter these individuals are referred to as "you".

2.2. In this policy, a third-party may mean any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, other agents or distributors, business contacts, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

3. About this Policy

3.1. The purpose of this policy is to:

- a) set out our responsibilities, and of those working for and on our behalf, in observing and upholding our position on bribery and corruption; and
- b) provide information and guidance to those working for and on our behalf on how to recognise and deal with bribery and corruption issues.

3.2. Throughout the business we have a number of companies and individuals working for us as agents, distributors and resellers, these individuals/companies are responsible for selling our products and services, and we have identified this area as a particular risk for our business.

3.3. As such, these relationships need to be managed carefully: from the selection of these business partners through to the continuing management of our relationship with them.

4. Who is Responsible for the Policy?

4.1. The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

4.2. The Chief Financial Officer 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 are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and shall be regular training on it.

4.4. You are invited to comment on this policy and suggest ways in which it might be improved.

5. What is Bribery and/or 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 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, this includes all gifts of accommodation or travel (flights etc.);
- e) accept gifts from a third-party that is unduly lavish or extravagant under the circumstances, (all gifts over a nominal value of £50 require the approval of the Chief Financial Officer);
- f) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- g) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- h) engage in any other activity that might lead to a breach of this policy.

7. Facilitation Payments and Kickbacks

7.1. We do 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 can be common in some other jurisdictions in which we 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 us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our 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 Chief Financial Officer.

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 does not include offers of flights or accommodation;
- e) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value (it must be under £50 in value). For example, in the UK it is customary for small gifts to be given at Christmas;
- f) it is given openly, not secretly; and
- g) 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 our 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. We appreciate 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 legal, reasonable and justifiable. The intention behind it should always be considered.

9. Donations

9.1. We do not make contributions to political parties.

9.2. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Group's Chief Financial Officer.

10. Record-Keeping

10.1. We 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 seek prior approval from the Chief Financial Officer before accepting any gift of more than £50 in value. This approval (or rejection) will be logged in the Companies own records.

10.4. You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

10.5. 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 us or under our 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 or the Chief Financial Officer 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 us or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in clause 16.

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 or the Chief Financial Officer or report it in accordance with our Whistleblowing Policy as soon as possible.

12.3. If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager or the Chief Financial Officer.

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. We aim 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. We are 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.

14. Training and Communication

14.1. Training on this policy will be provided as necessary.

14.2. Our 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. We may terminate our relationship with other individuals and organisations working on our 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 us 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 us, you must report them promptly to your manager or the Chief Financial Officer, or using the procedure set out in the Whistleblowing policy:

- 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 us or carrying out a government function or process for us.
- 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 customized.
- k) a third-party insists on the use of side letters or refuses to put terms agreed in writing.
- l) you notice that we have 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 us.
- n) you are offered an unusually generous gift or lavish hospitality by a third-party.

Should you have any questions regarding this policy or its interpretation, please do not hesitate to contact the Chief Financial Officer for advice and guidance.

This policy may be changed at any time, in accordance with the practices and needs of the Company. It will also be reviewed on a regular basis and updated in accordance with changes to relevant legislation.

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