

Anti-Bribery & Corruption (ABC) Policy

1. Purpose

- 1.1. **OPTIMA PARTNERS** ("the Company", "We", "Optima") is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.
- 1.2. The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all applicable anti-bribery and anti-corruption legislation, and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.
- 1.3. It is the Company's policy to conduct all of its business in an honest and ethical manner. The Company takes a zero-tolerance approach to bribery and corruption. It is committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates. It enforces effective systems to counter bribery.

2. Regulatory Alignment

- 2.1. Optima is a global company which complies with relevant legislation and applicable laws relevant to countering bribery and corruption in all of the jurisdictions in which we operate.
- 2.2. For the purposes of preventing bribery and corruption, and for holding ourselves to the highest available standards, we align ourselves globally with UK legislation, specifically the Bribery Act 2010 ("the Act"), as this is widely viewed as representing the current global 'gold standard' in terms of anti-bribery and corruption frameworks.
- 2.3. As the highest available standard, global adherence to the standards enshrined in the UK Bribery Act 2010 enables us to satisfy jurisdictional requirements in our other operating jurisdictions.
- 2.4. For maximal clarity this policy notes that although the UK Bribery Act 2010 is not legally binding on non-UK entities:
 - 2.4.1. the Act is legally binding on UK entities in relation to any transactions irrespective of the jurisdiction,
 - 2.4.2. and, in any case, Optima is voluntarily incorporating standards from the Act into internal company policies to which all employees are contractually bound irrespective of their jurisdiction.

3. Definition(s) of Bribery

- 3.1. Bribery is defined as the giving or promising of any financial, commercial, contractual, regulatory, personal or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.
- 3.2. Bribery is also deemed to take place if any party requests or agrees to receive any financial, commercial, contractual, regulatory, personal or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 3.3. Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

4. What is not Acceptable

It is not acceptable for any of the people or entities listed in 6.1 ("You"), or someone on behalf of those people or entities to:

- 4.1. give, promise to give, or offer, a payment, gift or hospitality around the time of procurement exercises;
- 4.2. 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;
- 4.3. 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, e.g. clearing goods through customs;
- 4.4. accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- 4.5. accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Company in return;
- 4.6. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;
- 4.7. engage in any activity that might lead to a breach of this policy; or
- 4.8. request a payment, gift or hospitality from a third party.

5. Consequences of Bribery

- 5.1. Any UK person or organisation found guilty of bribery under the Act may face fines and/or prison terms. Bribery and corruption are punishable for UK individuals by up to ten years' imprisonment.
- 5.2. For employees of the Company failure to comply with this Policy and/or with the Act may, irrespective of jurisdiction, result in:
 - 5.2.1. disciplinary action which may include dismissal; and
 - 5.2.2. criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.
- 5.3. For the Company, any breach of this Policy by any employee or business associate may result in:
 - 5.3.1. the UK subsidiaries of the Company being deemed to be in breach of the Act;
 - 5.3.2. the UK subsidiaries of the Company being subject to unlimited fines; and
 - 5.3.3. the Company globally would suffer negative publicity and further associated damage as a result of such breach.

6. Applicability and Scope of this Policy

- 6.1. This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.

- 6.1.1. Furthermore, this policy applies to all individuals working at all levels and grades, including directors, senior managers, employees (whether permanent, fixed-term or temporary), consultants, contractors, seconded staff, homeworkers, casual workers and agency staff, volunteers, agents, sponsors, or any other person associated with the Company, or any of its subsidiaries or their employees, wherever located (collectively referred to as workers in this policy) together with any third party that provides services for or on behalf of the Company (e.g. distributors and suppliers of services).
- 6.2. In this policy, "third party" means any individual or organisation which any of the entities referred to in 6.1 come into contact with during the course of their work for the Company, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.
- 6.3. It is the responsibility of all of parties listed in 6.1 to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy (which may be located in page 31 of the Employee Handbook) or as otherwise stated in this Policy, as appropriate.
- 6.4. No party described in section 6.1 may:
 - 6.4.1. give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform conduct that causes economic loss to their employer, or where that advantage is intended to induce the other party to perform a particular function improperly, or to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;
 - 6.4.2. request or agree to receive any financial or other advantage from another party where that advantage is intended to induce conduct that causes economic loss to Optima, or where the advantage is intended to induce the improper performance of a particular function, or where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.
- 6.5. Parties described in section 6.1 must:
 - 6.5.1. be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 11 below;
 - 6.5.2. exercise due diligence at all times when dealing with third parties on behalf of the Company; and
 - 6.5.3. report any and all concerns relating to bribery to Vice-President of Administration or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy (see page 31 of the Employee Handbook).
7. **Facilitation Payments and Kickbacks**
 - 7.1. A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.
 - 7.2. Facilitation payments constitute bribes and, subject to section 7.3, may not be made at any time irrespective of prevailing business customs in certain territories.
 - 7.3. Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to the appropriate authority as soon as is reasonably possible and practicable.
8. **Gifts and Hospitality**
 - 8.1. Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.
 - 8.2. Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.
 - 8.3. The following general principles apply:
 - 8.3.1. Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
 - 8.3.2. Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
 - 8.3.3. Cash should be neither given nor received as a gift under any circumstances.
 - 8.3.4. Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
 - 8.3.5. The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.
 - 8.3.6. Certain gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant and/or cultural offence, however the Company will donate any gifts accepted for such reasons to charity.
 - 8.3.7. All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.
9. **Charitable Donations**
 - 9.1. Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.
 - 9.2. All charitable donations must be fully recorded in the Hospitality & Gifts Register.
 - 9.3. Proof of receipt of all charitable donations must be obtained from the recipient organisation.
 - 9.4. Under no circumstances may charitable donations be made in cash.
 - 9.5. No donation may be made at the request of any party where that donation may result in improper conduct.

10. Political Donations

- 10.1. The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.
- 10.2. Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

11. Due Diligence and Risks

- The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:
- 11.1. Territorial risks, particularly the prevalence of bribery and corruption in a particular country;
 - 11.2. Cross-border payments, particularly those involving territories falling under section 11.1;
 - 11.3. Requests for cash payment, payment through intermediaries or other unusual methods of payment;
 - 11.4. Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation;
 - 11.5. Transactions involving the import or export of goods.

12. Record-keeping

- 12.1. 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.
- 12.2. You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the Company's expenses policy (which can be found on the HR intranet site) and specifically record the reason for the expenditure.
- 12.3. All accounts, invoices, memorandum and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

13. How to Raise a Concern

- 13.1. All employees, persons and / or entities listed in 6.1 are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with line managers or directors as appropriate (whichever is most expeditious to addressing the concerns promptly and effectively). Concerns should be reported by following the procedure set out in the Company's Whistleblowing Policy (which may be located in page 31 of the Employee Handbook).

14. Who is Responsible for this Policy at a Senior level

- 14.1. The board of directors has overall responsibility for ensuring this policy complies with the Company's legal and ethical obligations, and that all those under its control comply with it.
- 14.2. The Global Head of ESG is the designated anti-corruption compliance officer and has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation.
- 14.3. In addition management at all levels are responsible for ensuring that those reporting to them are made aware of and understand this policy and are given adequate training on it.

15. Monitoring and Review

- 15.1. The Global Head of ESG will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.
- 15.2. All workers are responsible for complying with this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

Approved by:

SANI JACKSON

Partner