



James Fisher and Sons plc

Anti-bribery and corruption policy



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1. Policy scope

This policy does not form part of the terms and conditions of employment and does not impact upon an employee's statutory rights. The Company reserves the right to amend, withdraw or replace this policy at any time.

This policy supersedes any anti-bribery and corruption policies with effect from 13 December 2022.

This policy applies to James Fisher and Sons plc ("Company") and all of its subsidiary companies (the "Group") and is global. The policy applies to all employees of the Group, defined as any employee of the Company or its subsidiaries.

This policy also applies to all consultants, contractors, seconded staff, casual workers, agency staff, volunteers, interns, agents, joint venture partners, other third party partners, sponsors or other representatives of the Group ("Representatives"), wherever located.

For clarity, the term 'employees' refers to both employees and workers of the Group at all levels.

2. Policy statement

This policy is mandatory. You are required to read, understand and adopt this policy in your day to day activities for the Company.

Bribery and corruption impacts us on a global and a personal level. It undermines trust in government, hampers the administration of justice, is detrimental to the environment and restricts communities' access to critical public services, such as healthcare and education. Bribery allows companies and individuals to gain unfair commercial advantage.

James Fisher does not tolerate bribery or corruption, in any form, in its business or its supply chains and requires all those with whom it does business to observe and uphold the same standards.

The purpose of this policy is to:

- (a) set out the responsibilities of all employees and Representatives in observing and upholding our zero tolerance position on bribery and corruption; and



- (b) provide information and guidance to all employees and Representatives on how to recognise and deal with bribery and corruption issues.

This policy has been approved by the Board of Directors of the Company (the “Board”). The Board has delegated responsibility for the management and implementation of this policy to the Compliance Officer.

The Compliance Officer under this policy is the Group General Counsel.

3. **Applicable laws**

You must comply with all applicable laws relevant to countering bribery and corruption in all jurisdictions in which the Group operates.

Please note that the Group is a UK registered business and therefore all subsidiaries in the Group, their employees and Representatives, are bound by the laws of the UK, including the Bribery Act 2010, irrespective of where they operate.

The following are offences under the Bribery Act 2010:

- Bribing another person;
- Being bribed;
- Bribing a foreign public official;
- Commercial organisation failure to prevent bribery.

The UK Bribery Act 2010 sets higher standards than the laws of some other countries. Therefore it is important that you are familiar with the UK requirements and that you comply with these at all times, irrespective of any local laws which may also apply to you or your business activity.

Bribery and corruption is punishable for individuals by up to ten years' imprisonment. The Company could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

4. **What is bribery?**

A bribe is an offer or promise to make payment or provide something else of value in order to induce a person (either a public official or private individual) in exchange for that person to provide undue advantage, whether commercial, contractual, regulatory or personal.

The Company does not offer or accept bribes. The Company prohibits its employees and Representatives from offering or accepting bribes.



If you are offered a bribe, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity you must report this to your line manager without delay. Line managers must report this on to the Compliance Officer.

Examples:

1. ***You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.*** You have committed an offence of bribery as you have made the offer to gain a commercial and contractual advantage. The Company may also have committed an offence because the offer has been made to obtain business for us. If the client accepts your offer they will also have committed an offence of accepting a bribe.
2. ***A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.*** It is an offence for a 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.
3. ***You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process, such as securing visa for your personnel to operate overseas.*** The offence of bribing a foreign public official has been committed as soon as the offer is made because it is made to gain a business advantage for the Group. The Group may also be found to have committed an offence.

5. Gifts and hospitality

Modest and appropriate gifts and hospitality are permitted however they must properly handled and reported. Be aware that gifts and hospitality can have the appearance of bribery if they are not proportionate. If they are extravagant or disproportionate in the circumstances then they may be considered to be a bribe.

You must observe the following requirements for all gifts and offers of hospitality:

- (a) It must not be made with the intention of influencing in order to obtain or retain business or a business advantage, or to reward the foregoing or be in exchange for favours or benefits;
- (b) It must comply with the UK Bribery Act 2010 and local laws;
- (c) It must be given in the Company's name, not in your name, and it must be authorised by your line manager prior to being offered;



- (d) It must not include cash or a cash equivalent (such as gift certificates or vouchers);
- (e) It must be of an appropriate type, value and given at an appropriate time. For example, in the UK it is customary for small gifts to be given at Christmas time;
- (f) It must be given openly, not secretly;
- (g) It must not be made to or received from any government official or representatives, or politician or political party, or politically connected person;

You will need to apply good judgment and common sense when considering the appropriateness of a gift or offer of hospitality. The requirements above are not exhaustive. If you have concerns that a gift or offer of hospitality could be considered a bribe then you must not accept and you must promptly report the matter to your line manager.

For example, it may be appropriate to take a valued customer for a reasonably low value meal to celebrate the award of new business, once that contract has been awarded and signed. On the other hand, it would not be appropriate to take the same customer for a high value meal before they make a decision on whether to award a contract to the Group.

The giving or receiving of any gifts and hospitality must be recorded. For all received gifts or hospitality with value over £500, you must seek prior permission from your line manager before accepting and you must declare the gift or hospitality on the relevant company gift and hospitality register.

6. **Facilitation payments**

Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action. They are common in jurisdictions outside the UK, including the USA.

Irrespective of your location and the local laws, facilitation payments are illegal under the UK Bribery Act 2010 and are not acceptable in any circumstances. Facilitation payments must not be made or accepted in connection with any business conducted by or for the Group.

Examples:

1. when obtaining permits, licences or other official documents to qualify a person to do business in a foreign country;
2. when processing government papers such as visas or work orders;
3. to provide security services for people or assets; and
4. to provide access to utilities such as water or power.



If you are faced with a situation in which a payment is demanded by an official and the demand is accompanied by a threat to your personal safety, you may pay. However, you must report this to your line manager as soon as possible, who must in turn notify the Compliance Officer. Any such facilitation payments must be appropriately and accurately recorded.

NOTE: This only applies to threats to your personal safety. It does not apply to expediting equipment or products through customs or for any other business purpose.

7. **Donations**

Requests for donations from a customer or third party: No donation may be offered or made without the prior approval of the Board of Directors of the Company.

Charitable donations: Donations following genuine fundraising activities may be made provided they are made in accordance with the law and do not contravene this policy. Seek advice from your line manager if you are unclear.

8. **Higher risk activity**

High risk locations:

The Group regularly operates in demanding environments and higher risk countries in its provision of niche solutions to customers' complex problems.

We acknowledge that the sectors and markets in which we operate are often exposed to increased vulnerability to bribery and corruption. We must therefore be vigilant and proactive in countering bribery and corruption.

Please refer to the legal department for further guidance on which countries the Group is prepared to do business in and the requirements for approval before proceeding with such business.

Please also refer to the "risk flags" guidance in Schedule 1 to this policy for examples of activities which may constitute acts of bribery or corruption. If you have any concerns please speak to your line manager as a priority.



High risk relationships:

The Group often uses third party Representatives (including agents and joint venture partners) in overseas jurisdictions where they wish to do business, but do not have their own presence. This is normal business practice, but presents a high risk to the Group, as the Group will be held liable for the activities of its third party Representatives under the UK Bribery Act 2010, as if they are employees. Often the risk is heightened due to the susceptibility of certain jurisdictions to bribery and corruption, and the different business practices in those locations which are illegal for the Group.

As a result, the Group has adopted the Third Party Engagement Policy outlined in Schedule 2 of this policy. The process and guidance underpinning the due diligence required by the policy can be found on the Group intranet:

<https://jfplc.sharepoint.com/sites/IntranetGroupCorporateServices/SitePages/Due-diligence.aspx>

All employees of the Group must comply with the Third Party Engagement Policy, and all third party agent and joint venture relationships must be established and maintained in accordance with its terms.

9. Roles and responsibilities

The prevention, detection and reporting of bribery and corruption is a collective responsibility. You must ensure that you have understood this policy and that you comply with it in your day to day activities for the Group.

You must comply with the Third Party Engagement Policy with respect to any agents or joint venture relationships.

You must promptly complete any training relevant to countering bribery and corruption as required by the Company.

You must carry out robust risk assessments and due diligence on your supply chains and other relevant business to assess and prevent any potential risk of bribery or corruption for the Group.

You are required to report any incidences or suspicions of bribery or corruption to your line manager promptly.

You must not engage or be complicit in any activity that might lead to or suggest, a breach of this policy. You must notify your line manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.



Any failure to comply with this this policy or its related policies will be investigated and action will be taken. This may result in disciplinary action, termination of employment and/or contractual relationships or criminal prosecution.

10. Record-keeping

Line managers are responsible for ensuring that they keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda 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.

11. How to raise a concern

You are encouraged to raise any concerns at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, please raise this with your line manager or the Compliance Officer as appropriate. Concerns may also be reported by following the procedure set out in our whistleblowing policy.

12. Protection

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or due to 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 inform the Compliance Officer immediately. If the matter is not remedied you should raise it formally using our grievance policy.

13. Related policies

You may find additional guidance in the following related policies:



- Third Party Engagement Policy (attached as Schedule 2)
- Whistleblowing policy
- Grievance policy
- Expenses policy
- Internal controls manual

14. Document Revision History

Policy name	Version number	Function	Owner	Date last updated	Precis of change	Updated by	Approved by
Anti-Bribery and Corruption Policy	v.1	Group Legal	General Counsel & Company Secretary	June 2011	First issue	M.Hoggan	JFS plc Board
Anti-Bribery and Corruption Policy	v.2	Group Legal	General Counsel & Company Secretary	January 2017	Revision to paragraph 14.2	J. Marsh	JFS plc Board
Anti-Bribery and Corruption Policy	v.3	Group Legal	General Counsel & Company Secretary	February 2018	Addition of paragraphs 5.2 and 6.4 (compliance manager responsibility) and perceived higher risk travel locations. Minor revisions to 8.3 and 10.	J. Marsh	JFS plc Board
Anti-bribery and Corruption Policy	v.4	Corporate Services (Group Legal)	General Counsel & Company Secretary	November 2022	Full policy update	N. Kinsella	JFS plc Board



Schedule Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of your work for the Group and which may raise concerns under anti-bribery and corruption laws and/or this policy. The list is not intended to be exhaustive and is for illustrative purposes only. If you encounter any of these red flags while working for the Group, you must report them promptly:

- (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 customised;
- (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 offered lavish hospitality by a third party.



Schedule Third Party Engagement Policy

Statement:

The Group may not be able to control or stay fully informed of the activities of third parties, and therefore takes extra precautions in dealing with them.

James Fisher has set up specific policies and procedures that everyone in the Group must follow carefully to improve our chances of preventing bribery and corruption.

Purpose & Scope:

All Group businesses must carry out due diligence on third parties with whom it intends to do business, particularly if there are perceived risks relating to their financial status, their location or concerns about previous performance or integrity.

With respect to AGENT and JOINT VENTURE relationships, the policy below applies to all Group companies.

The policy framework has four critical steps:

- Screening
- Evaluating
- Contracting
- Managing

Framework:

1. SCREENING

The purpose of screening or due diligence is (i) to exclude suspect or sanctioned parties, and (ii) to identify red flags with potential third parties before we do business with them. At James Fisher we routinely carry out due diligence on the following:

- Suppliers
- Customers
- Businesses we may want to purchase
- Agents
- Joint venture partners

Agents and joint venture partners are subject to a specific due diligence process (VANTAGE) as they represent a heightened risk area for the Group.

You are encouraged to share your due diligence findings within the James Fisher Group so we can all benefit from our shared knowledge and experiences.

What do I need to do?

The steps you take to carry out your due diligence will, to some extent, be dictated by the reason for the due diligence and the nature of the relationship you intend to have with the third party.



For all parties it is recommended that your due diligence includes at least the following:

- Identification check (individual)
- Beneficial owner check (companies)
- Credit or financial reports
- References and recommendations
- Checks for negative media reports

You can collate information on your third party using the questionnaires provided on the Group intranet:

<https://jfplc.sharepoint.com/sites/IntranetGroupCorporateServices/SitePages/Due-diligence.aspx>

If you are appointing:

- an AGENT (i.e. an agent to sell or market your products and services (for which you will pay them a commission); or
- a JOINT VENTURE partner (to establish a new, jointly owned business and/or to pursue a business opportunity via a collaboration agreement or similar),

then you must carry out the Group's enhanced due diligence process on that third party before you make the appointment via the VANTAGE platform which provides enhanced due diligence for these high risk third party partners.

This enhanced due diligence process has been designed for you and is supported by a bespoke web-based due diligence platform, VANTAGE. More information about VANTAGE (as well as links into the platform) can be found on the Group intranet:

<https://jfplc.sharepoint.com/sites/IntranetGroupCorporateServices/SitePages/VANTAGE.aspx>

If you are unsure whether or not you should use the VANTAGE platform for your third party or if you have any questions about how it works, contact your Legal Business Partner for more information.

2. EVALUATING

Evaluation of the data produced through due diligence should be used by Group businesses (i) to thoroughly examine and screen potential parties; and (ii) to identify matters to be clarified in contract.

Once you have reviewed the information on your third party you may want to make further enquiries into specific matters or events. Your legal business partner will be able to assist you with that.

We use the VANTAGE system to risk assess prospective agents and joint venture partners only. We are focusing on these two party types as they are considered to be the most high risk relationships for the Group.

Please ensure that you only use this system to risk assess genuine agents and joint venture partners to preserve the integrity of the data in the system. There are guides within the system which will help you to determine whether the party falls into either of these categories.



Please note that any prospective agent or joint venture partner that receives a 'very high risk' or 'high risk' (red) rating, must be reviewed and approved by the James Fisher and Sons plc Board before you can proceed with the appointment. Please contact your legal business partner for support with this approval process.

In the VANTAGE platform, mitigation tasks are added to a third party's profile when they are approved in principle but still pose some risk which needs to be addressed. It is essential that the mitigation tasks are assigned to the person who will actually undertake the mitigation task to ensure the task status can be updated promptly and to ensure accountability. Mitigation tasks should not be delegated without good reason, and in such a case should be re-assigned on the platform.

3. CONTRACTING

All third party relationships should be documented, with such document reviewed and approved by your Legal Business Partner. The Group Legal team maintains certain standard form agreements which include provisions designed to protect the Group.

Proper contracting is used (i) to obtain important representations and warranties from third parties, and (ii) to establish vital covenants and controls, in particular where any red flags have been identified in due diligence.

VANTAGE has a facility for storing agent and joint venture agreements, and the Vantage Representative for each Group company shall be responsible for ensuring that signed, up to date agreements between their businesses and each of its agents and joint venture partners are uploaded to the VANTAGE platform.

4. MANAGING

Carrying out due diligence and contracting with a third party is not the end of the process. It is important that the relationship is carefully managed by the relevant Group company on an ongoing basis. This includes (i) updating due diligence on third parties on a regular basis to identify any new risks, (ii) monitoring compliance with the provisions of the contract, and (iii) addressing any developing problems in the relationship.

For agent and joint venture relationships, the VANTAGE platform will prompt you to re-vet your third party at an appropriate interval, determined by its risk rating. If you receive a notification to re-vet your third party please action this without delay.

3rd Party Risk Rating	DD Renewal Interval
Very high risk	every 9 months
High risk	every 12 months
Medium risk	every 2 years
Low risk	every 3 years

Roles and responsibilities:

Ensuring compliance with the policy is the responsibility of every James Fisher employee.

Each Group company MD, supported by their compliance officer, is responsible for ensuring that every employee is aware of the policy and receives appropriate training.

With respect to the use of VANTAGE for agent and joint venture relationships:



- Each MD of a business using VANTAGE is responsible for:
 - complying with the Directors' VANTAGE user guide: [Directors' Vantage User Guide](#)
 - nominating someone from their Group company to manage agent and joint venture relationships in VANTAGE (each a "Vantage Representative"). Each MD will nominate a replacement in the absence or departure of a Vantage Representative, and shall keep their Legal Business Partner updated on the identity of their Vantage Representative.
- Each Vantage Representative is responsible for:
 - arranging access to the VANTAGE platform through their Legal Business Partner.
 - complying with the VANTAGE user guide: [Vantage User Guide](#)
 - ongoing communication with their Legal Business Partner in relation to agent and joint venture relationships
 - ensuring all agent and joint venture relationships are documented in agreements reviewed and approved by their Legal Business Partner
 - storing a signed, up to date version of each agreement with an agent and/or joint venture partner entered into by their businesses.
- Each Legal Business Partner is responsible for:
 - supporting the Group businesses in their use of Vantage, evaluation of results, assessment of mitigating activities, documentation of relationships and ongoing monitoring.
 - on a bi-annual basis, following receipt of the agents and joint ventures register from the Internal Controls team, reconciliation of the relationships in the register against the VANTAGE records, to verify there are no anomalies.
 - following completion of the above reconciliation, providing confirmation of results to Group General Counsel for reporting purposes.