



## Flowdirect UK Ltd Vendor Anti-Corruption Policy

### PURPOSE

The purpose of this Policy is to establish Flowdirect UK Ltd's ("Flowdirect") zero tolerance policy towards bribery or corruption applicable to all companies and individuals who provide goods and/or services to Flowdirect or any Affiliates of Flowdirect ("Vendor").

Flowdirect requires each Vendor to abide by the terms of this Policy and to provide the representations, warranties and undertakings set out below.

### POLICY STATEMENT

#### 1.1 Definitions

In this Policy the following words shall have the following meanings:

**Affiliates:** means, in relation to any company, at any time, any other entity:

- a) In which such company directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote; or
- b) Which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such company; or
- c) Of which an entity as mentioned in b) hereabove controls directly or indirectly more than fifty per cent (50%) of the registered capital or rights to vote.

**Anti-Corruption Obligation:** the anti-corruption obligation imposed on Vendor under paragraph 1.2 of this Policy.

**Facilitation/Grease Payments:** shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) either Flowdirect or Vendor is entitled to under the laws of the relevant country.

**Public Official:** shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns majority control, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any immediate family member (parent, sibling, spouse or child) of any of the foregoing.



**Purchase Contract:** means the contract between Flowdirect (or a Flowdirect Affiliate) and Vendor for the purchase of goods and/or services whether by way of a purchase order, a supply agreement or any other document or business transaction.

**Restricted Party:** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, antimony laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by either Flowdirect or Vendor and/or its Affiliates are prohibited or restricted

## **1.2 Vendor Anti-Corruption Obligation**

Vendor shall in connection with the Purchase Contract:

- (a) comply with all anti-bribery and corruption, anti-money laundering, trade control and sanctions laws and regulations applicable to Vendor, such as the Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and all applicable successor legislation;
- (b) not, directly or indirectly, make or allow Facilitation Payments, and
- (c) not, and will undertake to ensure that its employees and third party providers (including its subcontractors, agents and other intermediaries) will not, offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage.

## **1.3 Vendor Obligations, Representations and Warranties.**

**1.3.1** A Vendor shall on an on-going basis, and subject to any applicable data privacy law and the attorney-client or work product privileges, unless expressly prohibited by law:

- (a) immediately disclose in writing to Flowdirect details of any potential breach or alleged breach of the Anti-Corruption Obligation; and
- (b) on reasonable request, use best endeavors to co-operate with Flowdirect to ensure and monitor compliance with the Anti-Corruption Obligation, which shall include promptly responding in reasonable detail to any notice from Flowdirect reasonably connected to the Anti-Compliance Obligation and making any relevant books, records, or personnel relating to the Purchase Contract and Vendor's compliance with the Anti-Corruption Obligation available for review by Flowdirect.

**1.3.2** Vendor shall throughout the term of the Purchase Contract:

- (a) institute and maintain policies and procedures which are reasonably expected to ensure compliance with all applicable laws and the Anti-Corruption Obligation, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls;



(b) maintain at its normal place of business, throughout the term of the Purchase Contract and for at least five (5) years following its expiration or termination, detailed books, records and accounts which accurately and fairly reflect all transactions and payments made by Vendor in connection with the Purchase Contract;

(c) make clear, in its dealings connected to the Purchase Contract, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and

(d) on reasonable notice and during normal business hours, and subject to any applicable data privacy law, legal privilege, or express legal prohibition, permit Flowdirect or its duly appointed third party representatives to access, review, inspect and make copies, at Flowdirect's expense of Vendor's books, records and accounts in order to audit Vendor's compliance with the Anti-Corruption Obligation.

**1.3.3** Where Vendor limits Flowdirect's access to certain books, records, or personnel, under paragraph 1.3.1(b) or paragraph 1.3.2(d) above, on the grounds of an applicable data privacy law, express legal prohibition, or attorney-client or work product privilege, Vendor shall provide a justification for doing so and a general description of the information, documents, and records that are being withheld. Information provided to Flowdirect pursuant to this Policy shall be treated as confidential and will not be disclosed to any third parties without notice to Vendor except where disclosure is required by law or consistent with the functioning of Flowdirect's compliance program. The access and audit rights set out in this Policy will be exercised in accordance with all applicable competition laws.

**1.3.4** Vendor represents, warrants, and covenants that, as of the date of execution of the Purchase Contract and during the term thereof no Public Official will receive any benefit in relation to the Purchase Contract that would breach the Anti-Corruption Obligation.

**1.3.5** Vendor represents and warrants that except as otherwise disclosed in writing to Flowdirect prior to the date of the Purchase Contract, neither it nor its directors, officers, or key employees in connection with the Purchase Contract have in the last five (5) years:

(a) been convicted of any offense involving bribery, corruption or money laundering; or

(b) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense involving bribery, corruption or money laundering.

**1.3.5** Payments by Flowdirect to Vendor shall only be made by check or wire transfer to a bank account of Vendor stated in Purchase Contract or as otherwise approved by Flowdirect. Vendor represents and warrants that such bank account is owned solely by Vendor and that no person other than Vendor has any ownership of or interest in such account.

**1.3.6** Vendor further agrees and undertakes that with respect to any third party providers (including subcontractors, agents and other intermediaries) it may engage in connection with the Purchase Contract or any other business transactions involving Flowdirect that:



- (a) it maintains a best practices compliance program reasonably expected to ensure its third party providers adhere to all applicable laws and the Anti-Corruption Obligation;
- (b) where appropriate and consistent with its compliance program, it will conduct riskbased anti-corruption and other due diligence prior to appointing or engaging such third party providers to ensure that they are duly qualified to perform the tasks for which they have been engaged, that they are of good reputation, and that they would present no corruption-related or other compliance risk or liability to Flowdirect; and
- (c) it will cause all such third party providers to agree, in writing, to compliance with laws and anti-corruption obligations sufficient to satisfy its best practices compliance program, and where consistent with such program, materially equivalent as those set forth in this Policy.

#### **1.4 Flowdirect Remedies**

In addition to any other rights or remedies Flowdirect may have under the Purchase Contract or at law (including, as applicable, the right to damages for breach of contract), Flowdirect shall have the right to terminate the Purchase Contract or suspend all further services and payments with immediate effect if:

- (a) Flowdirect reasonably believes in good faith that Vendor has materially breached the Anti-Corruption Obligation or any of the requirements set out in this Policy; or
- (b) Vendor, any of its Affiliates involved in the performance of the Purchase Contract, or any shareholder owning five percent (5%) or more of Vendor's publicly traded stock is designated a Restricted Party.

Flowdirect shall provide Vendor with written notice of its intention to suspend or terminate the Purchase Contract and provide Vendor with a reasonable time, and not less than five (5) business days to respond to Flowdirect's notice and provide Flowdirect with evidence which demonstrates, to the reasonable satisfaction of Flowdirect, that Vendor and its Affiliates have not failed to comply with or fulfill any of the foregoing agreements, undertakings or requirements. The notice provided to Vendor by Flowdirect shall, subject to any applicable legal privilege, data privacy law, or express legal restriction, contain sufficient factual information to demonstrate the basis of Flowdirect's good faith belief that the Anti-Corruption Obligation or any other requirements set out in this Policy has been breached.

#### **QUESTIONS AND EXCEPTIONS**

Any questions regarding this Policy should be addressed to the director of Flowdirect UK Ltd.