BF

INTERNATIONAL

BEST FIELDS BEST FOOD Ltd.

DATED

11 FEBRUARY 2026

Anti-Fraud, Bribery and Corruption Policy

CONTENTS

CLAUSE

BF INTERNATIONAL BEST FIELDS BEST FOOD LTD

We are committed to preventing fraud, bribery and corruption and take a zero-tolerance approach to any activity which could involve breaches of relevant anti-bribery, anti-fraud and corruption laws in the UK or abroad. This includes, but is not limited to, the UK Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023 ("**ECCTA**"), and relevant legislation in other jurisdictions where we operate.

This policy (the "**policy**") supplements, and shall be read together with, the Staff Handbook and the Group Code of Conduct.

In the event of any inconsistency between the Staff Handbook, the Group Code of Conduct and this policy, this policy shall prevail to the extent required to ensure compliance with any applicable UK law and regulation.

1. Policy statement

1.1 We conduct all our business in an honest and ethical manner. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

1.2 Fraud and bribery are punishable for individuals through fines, imprisonment for up to 10 years', or both. If we are found as a Company to have taken part in fraud and bribery, we could face an unlimited fine, restrictions could be placed on our business, and our reputation severely damaged.

1.3 We, therefore, take our legal responsibilities very seriously. We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate.

2. About this policy

2.1 The purpose of this policy is to:

(a) supplement the Staff Handbook and the Group Code of Conduct;

(b) set out our responsibilities, and of those working for and on our behalf, in observing and upholding our position on fraud, bribery and corruption; and

(c) provide information and guidance to those working for and on our behalf on how to recognise and deal with fraud, bribery and corruption issues.

2.2 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

3. Who does this policy apply to?

This policy applies to all persons working for us 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, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

4. Who is responsible for the policy?

4.1 The board of directors (the "**Board**") has overall responsibility for the effective operation of this policy but has delegated responsibility for overseeing its implementation to the Compliance Manager indicated in Annex B (the "**Compliance Manager**"). Suggestions for change should be reported to the Compliance Manager.

4.2 This policy is reviewed periodically by the Compliance Manager.

5. Definitions

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:

(a) an **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value;

(b) 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.

Examples:

<u>Offering a bribe</u>: You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

OR

<u>Offering a bribe</u>: A joint venture partner makes an undisclosed payment to a government official to secure a land-use licence for a development project.

This is bribery because the payment is intended to improperly influence an official to obtain a business advantage. Under the UK Bribery Act, our company may be liable even if the payment is made by a JV partner or intermediary, particularly if we benefit from it or fail to prevent it.

Receiving a bribe: 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.

OR

Receiving a bribe: A joint venture partner accepts a personal benefit, such as cash or a hidden ownership interest, in return for using their influence within the joint venture to support the grant of a licence over a plot of land.

This is an offence because a position of trust is abused for private gain. Liability may extend to the company if the conduct benefits the JV and appropriate controls are not in place.

Bribing a foreign official: You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

OR

Bribing public officials via intermediaries: A joint venture hires a local consultant who pays "*facilitation*" fees to land registry or local officials to speed up permit approvals.

These payments are illegal under the UK Bribery Act. Calling them "*facilitation*" payments does not make them lawful, and the company may be liable if it authorises, ignores, or fails to prevent such conduct.

5.2 **Corruption** is the abuse of entrusted power or position for private gain.

5.3 **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 are common in some other jurisdictions in which we operate (namely, Senegal, Ghana, Congo, Algeria, Ivory Coast, Rwanda, etc.).

5.4 **Fraud**, is an act committed dishonestly and with the intention to make a gain for yourself or another, or to cause a loss to another. In the UK, a range of specified fraud offences are set out in the Fraud Act 2006, Companies Act 2006 and Theft Act 1968 (amongst others) and include:

(a) false representation;

(b) failing to disclose information;

(c) abuse of position;

(d) participating in fraudulent business;

(e) obtaining services dishonestly;

(f) cheating the public revenue;

(g) false accounting;

(h) false statements by company directors; and

(i) fraudulent trading.

5.5 **Kickbacks** are typically payments made in return for a business favour or advantage.

5.6 **Third party** means 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, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

6. The Economic Crime and Corporate Transparency Act 2023

6.1 Under the ECCTA, the corporate offence of '*failure to prevent fraud*' becomes applicable to a large organisation if an associated person commits one of the specified fraud offences intending to benefit the organisation and the organisation did not have reasonable fraud prevention procedures in place. A large organisation is one which (including on a consolidated basis) meets two of three criteria:

(a) over 250 employees;

(b) over £36m in turnover; and

(c) over £18m in assets,

therefore, our Company is deemed a 'large corporation' for the purposes of ECCTA.

6.2 An organisation does not need to receive a benefit for the offence to apply. The offence can be triggered as soon as the underlying fraud is committed, even if no gain is yet, or ever, realised. It is sufficient that the fraud was carried out with the intention of benefitting the organisation. Further, the intention to benefit the organisation does not have to be the sole or dominant motivation of the fraud. The benefit may also be financial or non-financial (such as an unfair business advantage).

7. Penalties

7.1 Fraud and bribery are considered to be criminal offences as well as a corporate offences. More precisely, it is a criminal offence to offer, promise, give, request, or accept a bribe.

7.2 Any individual found guilty of a fraud or bribery offence may face imprisonment for a maximum of 10 years and/or an unlimited fine.

7.3 The corporate offences are strict liability offences, which also carry an unlimited fine. This means that the intention of improper performance does not need to be proven.

8. Key Overarching Principles

8.1 Integrity

Employees and business partners must not act in a way that could undermine or give risk to allegations or doubts about their integrity or commitment to a zero-tolerance approach to fraud, bribery and corruption. Employees and business partners must conduct all business relationships fairly, honestly and "at arms' length".

8.2 Transparency

Employees and business partners must exercise extreme care to ensure their business dealings are clear and ethical. This is particularly important in partnership and joint ventures, especially with agents, intermediaries and our supply chain.

8.3 Reporting

Employees and business partners must immediately report any suspected business wrongdoing, through the Whistleblowing procedure.

All employees and business partners are assured that they will not suffer any adverse consequences for refusing to take part in fraud, bribery or corruption, or for reporting suspected business wrongdoing, including fraud and bribery.

8.4 Training

Training will be provided to all employees to facilitate understanding of the policy. All employees must complete this training. New employees will be provided with access to the training as part of their induction to the Company.

As is considered necessary, refresher training will be provided either when there are significant changes to the policy or where compliance with the policy has been found to be below expectations.

8.5 Actions

We will act firmly in respect of any failure to comply with this policy. Any failure to comply by employees may result in dismissal and may also result in criminal prosecution and/or civil proceedings.

Any failure to comply by business partners will mean that the contractual agreements may be terminated, and we will avoid doing business with that partner in the future.

9. Identifying risks of fraud, bribery and corruption

9.1 We have identified that the following are particular risks for our business:

(a) *country risk*: we operate in countries where there are perceived high levels of corruption, an absence of effectively implemented anti-bribery legislation and a failure of the foreign government, media, local business community and civil society effectively promoting transparent procurement and investment policies;

(b) *sectoral and business partnership risk*: we operate in the agriculture sector. We use intermediaries in transactions with foreign public officials; consortia or joint venture partners; and we predominantly deal in public-private partnership with politically exposed persons where the proposed business relationship involves, or is linked to, a prominent public official or government entity;

(c) *transaction risk*: part of our business is to collaborate with local partners and obtain licences to operate on plot of lands.

10. Expected Procedure

10.1 To address the risks listed above and more, we have decided to establish a tier-level due diligence and ongoing risk assessment procedure, which should be read in conjunction with Annex A (*Due Diligence Form*) as follows:

(a) Step 1: Initial Risk Screening

Before entering into any new country, transaction, joint venture, public-private partnership or engaging intermediaries, an initial risk assessment must be conducted to identify country risk, sectoral risk, partnership risk and transaction risk, including any involvement of public officials or politically exposed persons.

(b) Step 2: Risk Tier Classification

Based on the initial screening, the proposed business activity, partner or transaction shall be classified as low, medium or high risk. Higher risk classifications shall apply where operations involve high-risk jurisdictions, land licensing, public-private partnerships, joint ventures or interactions with public officials.

Where the business the company is dealing with relates to obtaining licences over plots of land or entering into joint ventures: (i) risk classification shall automatically be assessed as medium or high; (ii) enhanced due diligence shall be conducted on local partners, consultants and intermediaries; (iii) any interaction with public officials must be transparent, documented and pre-approved by the Compliance Manager; and (iv) facilitation payments, informal arrangements and off-book transactions are strictly prohibited.

(c) Step 3: Proportionate Due Diligence

Appropriate due diligence shall be conducted in accordance with the assigned risk tier. This may include background checks, ownership and control analysis, reputation and sanctions screening, verification of qualifications and experience, and assessment of connections to public officials or government entities. The form under Annex A (*Due Diligence Form*) may be used a starting point to conduct the relevant due diligence activities. More precisely:

(i) Low-risk due diligence measures may include:

- basic identification and verification of the counterparty's legal existence, ownership and management;
- confirmation of business rationale and services to be provided;
- screening against sanctions and watchlists;
- confirmation of acceptance of the company's anti-bribery and corruption policies;
- confirmation of bank account ownership and payee validation;
- invoice authenticity checks (VAT/tax IDs where relevant), basic conflict screening.

(ii) Medium risk due diligence measure may include:

- enhanced background and reputation checks, including adverse media searches;
- assessment of the counterparty's experience, qualifications and capacity to perform the services;
- identification of any links to public officials, government entities or politically exposed persons;
- review of fee structures to ensure they are reasonable and proportionate;
- confirmation of the counterparty's own compliance framework or controls;

- verification of beneficial ownership and related-party identification;
- checks for financial stability / litigation / insolvency;
- written approval by the Compliance Manager prior to engagement.

(iii) High risk due diligence measures may include:

- comprehensive ownership and control analysis, including ultimate beneficial ownership;
- detailed assessment of relationships with public officials or government bodies;
- in-depth review of past and current business practices, including any prior allegations or investigations relating to bribery or corruption;
- verification of the necessity and legitimacy of any intermediaries or consultants;
- heightened scrutiny of payments, success fees, commissions and reimbursement arrangements;
- documented justification for proceeding with the relationship;
- approval by senior management and the Compliance Manager prior to engagement;
- enhanced contractual protections, including audit rights, compliance certifications and termination rights; and
- ongoing monitoring and periodic re-assessment throughout the life of the relationship;
- enhanced verification of ownership/control and who benefits financially (incl. connected persons);
- mandatory “no cash / no third-party payments / no offshore diversion” payment controls unless Company-approved;
- right-to-audit and periodic transaction testing (sample invoices, supporting docs);
- enhanced checks on intermediaries’ capability and legitimacy (staffing, premises, track record).

(d) Step 4: Compliance review and approval

All medium- and high-risk engagements must be reviewed and approved by the Board, with enhanced scrutiny for joint ventures, intermediaries and land-related licensing activities.

(e) Step 5: Contractual safeguards

Where risks are identified, contracts must include appropriate anti-fraud, anti-bribery and anti-corruption clauses, audit rights, termination rights and obligations to comply with applicable laws and internal policies.

(f) Step 6: Ongoing monitoring and review

Risk assessments must be reviewed periodically and whenever there is a material change in the business relationship, transaction structure, jurisdiction or regulatory environment.

If the company is dealing with public officials or government bodies, or any of their associate, risk assessment shall be reviewed quarterly.

11. What you must not do

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) offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Compliance Manager;

(e) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;

(f) be involved, whether directly or indirectly, in any fraudulent activities or attempted fraud; or

(g) engage in any other activity that might lead to a breach of this policy.

12. Facilitation payments and kickbacks

12.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. See clause 5 for definitions of these terms.

12.2 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 Compliance Manager.

13. Gifts, hospitality and expenses

13.1 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.

13.2 The giving and accepting of reasonable gifts is allowed only 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 is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;

(e) it is given openly, not secretly; and

(f) it complies with any applicable local law.

13.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

13.4 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.

13.5 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 reasonable and justifiable. The intention behind it should always be considered.

13.6 In any case, the value of the gift must not exceed £200.

14. Donations

14.1 We do not make contributions to political parties.

14.2 We do not make charitable donations. No donation must be offered or made without the prior approval of the Board.

15. Record-keeping

15.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

15.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

15.3 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.

15.4 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.

16. Conflict of interest

16.1 A conflict of interest is any situation where an individual's loyalties may be at odds with their duties to the Company. A conflict may arise where an individual's relationships (personal or professional), impairs or appears to impair, their ability to:

(a) make fair and objective decisions when performing their job; or

(b) act in the Company's best interests.

16.2 All employees are expected at all times to act in our best interest and to exercise sound judgement around any potential conflict of interest situation, also in accordance with the principles outlined in the Group Code of Conduct.

16.3 Employees must avoid situations where they, or the Company, could be open to suspicion, of dishonesty or favouritism or lack of transparency. Any potential or actual conflicts of interest must be declared as soon as they are known.

16.4 Any potential or actual conflicts of interest must be declared as soon as they are known as set out in employment contracts and the HR Manager or the Compliance Manager must keep a register of all declared conflicts as appropriate.

17. Your responsibilities

17.1 You must ensure that you read, understand and comply with this policy.

17.2 The prevention, detection and reporting of fraud, 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.

17.3 You must notify the Compliance Manager 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 20.

18. How to raise a concern

18.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

18.2 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 the HR Department or report it in accordance with our Whistleblowing Policy as soon as possible.

18.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with the HR Department or the Compliance Manager.

19. Protection

19.1 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.

19.2 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. 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 Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which is available in this Staff Handbook.

20. Potential risk scenarios: "red flags"

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.

If you encounter any of these red flags while working for us, you must report them promptly the Compliance Manager 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 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; or

(o) you become aware that a joint venture partner, or a third party acting on behalf of a joint venture, makes or proposes to make payments, gifts, donations or other benefits to public officials, political parties, community organisations or related persons in connection with obtaining, renewing or accelerating a land licence, zoning approval or land-use right;

(p) you become aware that a joint venture partner, consultant or intermediary requests or suggests the use of informal arrangements, "facilitation" payments, success fees, or off-book transactions to secure regulatory approvals, permits or licences relating to land acquisition or development, or discourages transparency, record-keeping, audit rights or compliance oversight in relation to such activities;

(q) you become aware that a joint venture partner has appointed a consultant or advisor with close personal or family ties to land registry, planning or licensing authorities, without a clear business rationale or appropriate due diligence;

(r) you are informed that land licences or permits "cannot be obtained" unless payments or benefits are provided outside the formal application process;

(s) you become aware that a joint venture partner receives a personal benefit in connection with influencing decisions relating to land acquisition, licensing or development right;

(t) you become aware of false, misleading or incomplete information being provided to us, auditors, regulators, lenders or business partners in connection with a transaction, licence, joint venture or project;

(u) you notice invoices, expense claims or supporting documents that appear falsified, duplicated, altered, inflated or inconsistent with the services or goods actually provided;

(v) you are asked to approve or process transactions without sufficient documentation, justification or proper authorisation.

ANNEX A

ANTI-FRAUD, BRIBERY AND CORRUPTION POLICY

DUE DILIGENCE FORM

NOTE: The questions listed in Section A should be considered prior to the appointment and/or engagement with any third party.

The questions listed in Section B should be considered before the re-appointment and/or re-engagement of a third party or before fees are paid for the first time.

	Question / Information Request	Answer	Risk Indicator (if "Yes")
Section A - General			
1.	Have the following been obtained / carried out? (a) Basic identification documents; (b) Internet searches (c) Press searches (d) References (verbal/written) (e) Other indirect enquiries	 Yes/No Yes/No Yes/No Yes/No Yes/No	N/A
2.	Did the third party approach the Company and offer to perform the services (as opposed to the Company approaching the third party)? Was the third party recommended to us by some other party?	Yes/No Yes/No	
3.	Does the third party operate without its own anti-fraud, bribery and corruption policies?	Yes/No	

	Question / Information Request	Answer	Risk Indicator (if "Yes")
	Did the third party resist sharing its policies with the Company?	Yes/No	
4.	Have any Company's employees declared a conflict of interest in respect of the third party's appointment? If yes, please give details.	______________________	
5.	What services will the third party perform? Are they substantive, or limited to specific information on a relevant market sector.	______________________	
6.	Does the third party assist with obtaining licences, permits, or other regulatory clearances?	Yes/No	
7.	Where the third party is a company, is that company a "shell company" (i.e. a company with no real assets or operations of its own) or does it have some other complex corporate structure (e.g. a trust without information about the beneficiary)?	Yes/No	
8.	Where the third party is a company, is the identity of the ultimate owner/controller unclear? Did the third party resist providing details of its ownership structure? Has a comprehensive ownership and control analysis been conducted, including ultimate beneficial ownership?	Yes/No Yes/No Yes/No	
9.	Have relevant sanctions and watchlists be consulted against the name of the third party?	Yes/No	
10.	Will the third party be entitled to receive large or unusual payments which are not in line with market rates, either on completion or upfront? Did the third party object to having its appointment documents in	Yes/No	

	Question / Information Request	Answer	Risk Indicator (if “Yes”)
	writing?		
11.	Does the third party have a criminal record, or has it otherwise been the subject of adverse judicial or regulatory findings in the relevant jurisdiction?	Yes/No	
12.	Did the searches carried out in Question 1 above raise any concerns, for example, reputational concerns in relation to alleged incidents of fraud, bribery, corruption, fraud, or similar? If yes, please give details.	Yes/No _________________________	
13.	Is the third party a public official, government entity or a politically exposed person?	Yes/No	
14.	Is the third party able to influence public officials, or does the third party claim that he can help secure a site because he “*knows the right people*”?	Yes/No	
15.	Does the Agent offer or receive frequent and/or expensive hospitality or gifts, either related to Bellway or more generally?	Yes/No	
Section B – Re-appointment/Re-engagement / Before payment of fees			
16.	How long has the Company had a relationship with the third party? When was the relationship last reviewed, and when was due diligence on the third party last refreshed?	_________________________ _________________________	N/A
17.	Did the third party resist the inclusion of anti-fraud, bribery and corruption clauses in its contractual relationship with the Company, or did it attempt to negotiate such clauses so as to limit their scope or application?	Yes/No	

	Question / Information Request	Answer	Risk Indicator (if "Yes")
18.	Has the Company been successful in securing a difficult sale without an apparent explanation?	Yes/No	
19.	Has the third party ever requested payment ahead of schedule? Has the third party ever exerted pressure for payment to be made urgently?	Yes/No	
20.	Has the Company confirmed the third party's bank account ownership and payee validation? Including relevant invoice authenticity checks (VAT/tax IDs where relevant) and basic conflict screening?	Yes/No	
21.	Are invoices issued in respect of the services? Has the third party ever requested payment without an invoice?	Yes/No Yes/No	
22.	Has the third party requested payment to be made to a separate entity? Has the third party requested that payment be split between two or more accounts? Has the third party requested payment to an anonymous (numbered) bank account?	Yes/No Yes/No Yes/No	
23.	Has the third party ever requested an increase or decrease in fees/commissions in order to "*cut red tape*"?	Yes/No	
24.	Has the third party ever requested to be paid in cash?	Yes/No	

Risk Rating Assessment – Actions	
No risks / Greens only	• Any appointment or engagement to be signed off by the board of directors of the Company or any appointed agent in accordance with standard policy. • Due diligence records to be kept and payments processed in accordance with standard policy.
Some Oranges	• Any appointment to be signed off by the board of directors of the Company in accordance with standard policy but frequently monitored for changes in behaviour (e.g. for "*Red Risk*" factors). • Due diligence records to be kept and payments processed in accordance with standard policy.
Any Reds	• Appointment to be discussed between the board of directors of the Company before any decision is made. • Consider obtaining professional third party background check and external legal advice. • Unless the board of directors of the Company is satisfied it is extremely unlikely that the third party will be involved in bribery, it must not appoint or engage the third party.

ANNEX B

Compliance Manager

Name	Date Started	Date Ceased
Mr Pasquale Mottola	11 February 2026	