

ANTI-CORRUPTION AND THIRD-PARTY DUE DILIGENCE PROCEDURE

I. Principals

1. STATEMENT OF PRINCIPLE

RGIS categorically rejects all forms of bribery, corruption, and influence peddling, and we are committed to full compliance with applicable anti-corruption laws. This Procedure is designed to promote integrity in our operations and in our relationships with third parties, and is informed by internationally recognised standards and frameworks (including the OECD Anti-Bribery Convention, the UN Convention against Corruption, ISO 37001 anti-bribery management systems, and guidance on “adequate procedures” under the UK Bribery Act 2010), as implemented through local law and RGIS governance.

2. PURPOSE AND SCOPE

This Procedure applies to RGIS and, where applicable, to our interactions with third parties acting for or on behalf of RGIS, or providing goods and services to RGIS. It is designed to provide assurance to clients and business partners that RGIS applies a structured, documented, and risk-based approach to third-party integrity risks, with steps proportionate to the circumstances of each engagement.

3. DEFINITIONS

For the purposes of this Procedure:

- ▶ **“Bribery”** means offering, promising, giving, requesting, or accepting anything of value (directly or indirectly) to obtain or retain business or an improper advantage.
- ▶ **“Charitable donation”**: Any charitable contribution or sponsorship made in RGIS’s name or connected to an RGIS engagement. Such payments must be legitimate, transparent, and not used as a conduit for improper influence.
- ▶ **“Conflict of interest”**: A situation where personal, family, or financial interests could improperly influence (or appear to influence) business judgement or decision-making in relation to an engagement.
- ▶ **“Facilitation Payment”** means a payment made to secure or speed up a routine governmental action. “High-Risk Interaction” means an interaction that may present elevated corruption risk, including dealings involving public procurement, licensing or permits, inspections, certifications, customs processes, or any scenario where a decision could be influenced by personal benefits. “Red Flags” means indicators of heightened integrity risk (for example, unusual payment requests, lack of transparency on ownership, ties to public officials, or refusal to provide requested compliance information).
- ▶ **“Influence peddling”**: The improper offering, promising, giving, requesting, or accepting of an advantage to exploit real or supposed influence over a decision-maker, including a public official.
- ▶ **“Political contribution”**: Any direct or indirect contribution to a political party, candidate, or campaign (including through intermediaries) made on behalf of or in the name of RGIS. Political contributions on behalf of RGIS are not permitted unless expressly authorised and permitted by law.
- ▶ **“Public Official”** includes employees of government bodies, regulators, customs and border agencies, state-owned or state-controlled enterprises, public international organisations, and individuals acting in an official capacity.
- ▶ **“Third Party”** includes suppliers, vendors, subcontractors, labour providers, consultants, commission agents, brokers, sales representatives, distributors, contractors, customs brokers, and any other business partners or intermediaries engaged by RGIS.

ANTI-CORRUPTION AND THIRD-PARTY DUE DILIGENCE PROCEDURE

4. GOVERNANCE AND RESPONSIBILITIES

RGIS expects personnel and third parties to comply with this Procedure and applicable law. Business owners are responsible for ensuring that appropriate due diligence and contractual protections are implemented before a third party is engaged, and for escalating concerns promptly. Compliance and/or Legal functions may provide guidance, review higher-risk engagements, and support investigations and remediation where concerns arise.

II. Third-party due diligence procedure

RGIS applies a proportionate, risk-based approach to third-party due diligence. Before engaging a third party, RGIS may consider the nature of the services, geography and sector, the business rationale, anticipated interactions with public officials or other high-risk interactions, compensation structures, and any available integrity information. The depth of due diligence is determined case-by-case based on these factors and any identified red flags.

1. SCREENING AND INFORMATION GATHERING

Before engaging a third party, RGIS performs risk-based screening and information gathering tailored to the nature of the engagement, the services provided, the geography, and any risk indicators identified. This due diligence follows a “know your counterparty” approach and is proportionate to factors such as ownership structure, the proposed scope of work, compensation and payment flows, use of subcontractors, and whether the third party may interact with public officials in connection with RGIS work. RGIS will request and review core information from the third party (including, as applicable, legal entity and registration details, beneficial ownership or controlling persons, key management and contacts, the proposed scope of services, and confirmations of compliance with applicable anti-corruption obligations) and will perform appropriate independent checks (such as sanctions/watchlist screening and adverse media searches). Where indicators of elevated risk are present, RGIS escalates the review and may request additional supporting documents, require specific approvals, apply enhanced contractual safeguards, or decline or terminate the engagement.

2. FINANCIAL INTEGRITY STANDARDS

2.1 Restricted payments

Facilitation payments are prohibited, even where they are customary, unless such payments are expressly permitted under applicable law and approved under RGIS governance processes. Political contributions on behalf of RGIS are not permitted unless expressly authorised under RGIS governance processes and permitted by law. Charitable donations and sponsorships must be legitimate, transparent, and not used as a conduit for improper influence; they must follow RGIS approval and documentation requirements and be recorded accurately.

2.2 Giving standards

Gifts, meals, hospitality, travel, or entertainment connected to RGIS business must be reasonable, proportionate, and bona fide, and must never be offered or accepted to influence a decision or reward improper conduct. Benefits must not be provided in cash or cash equivalents and must be recorded accurately and transparently in RGIS books and records. Where approvals are required under local process, they must be obtained in advance.

3. CONTRACTUAL STANDARDS AND ONGOING OVERSIGHT

The screening described above helps RGIS decide whether to engage a third party; contractual standards and ongoing oversight then apply once a third party is selected and throughout the relationship. RGIS may include anti-corruption representations and warranties, audit and cooperation clauses, recordkeeping obligations, restrictions on subcontracting without consent, and termination rights for compliance breaches. Payments must be made only against legitimate invoices for documented services, to accounts held in the third party’s name, and in line with agreed commercial terms. RGIS does not permit payments to personal accounts, anonymous accounts, or to jurisdictions that have no reasonable connection to the services provided, unless specifically justified and approved through the appropriate process.

ANTI-CORRUPTION AND THIRD-PARTY DUE DILIGENCE PROCEDURE

4. PROHIBITED BEHAVIOURS

RGIS will not offer, promise, authorise, request, or accept any bribe or improper benefit, whether directly or indirectly through a third party. RGIS will not use third parties to do indirectly what RGIS personnel are prohibited from doing directly, including making payments or providing benefits to influence a public official or any other decision-maker. Kickbacks, undisclosed commissions, “success fees” intended to influence a decision, improper rebates, and any attempt to conceal or mischaracterise payments or benefits are prohibited.

5. PUBLIC OFFICIALS AND HIGH-RISK INTERACTIONS

RGIS recognises that interactions involving public officials and other high-risk interactions may present elevated corruption risk. Where an engagement involves public procurement, customs processes, licensing or permits, inspections, certifications, or similar processes, RGIS may require heightened scrutiny and appropriate approvals, and may impose additional controls and documentation requirements. Any attempt to influence a public official or decision-maker through personal benefits is prohibited.

8. CONFLICTS OF INTEREST AND IMPROPER INFLUENCE

RGIS expects personnel and third parties to avoid conflicts of interest and any situation that may impair, or appear to impair, impartial business judgment. Individuals must disclose any personal, family, or financial relationship that could create a conflict in relation to a third-party engagement or a client-related decision. RGIS does not permit influence peddling or the misuse of relationships to obtain an improper advantage.

III. Reporting and response

1. REPORTING CONCERNS (FRAUD, BRIBERY, CORRUPTION)

RGIS encourages the prompt reporting of suspected or actual misconduct, including suspected bribery, corruption, fraud, conflicts of interest, facilitation payments, improper gifts or hospitality, or other integrity concerns involving a third party. Reports may be made through ethicsrgis@rgis.com or via local management, and may be made confidentially or anonymously where permitted by law. RGIS prohibits retaliation against anyone who raises concerns in good faith or participates in an investigation, consistent with applicable whistleblowing protections (including, where applicable, EU Directive (EU) 2019/1937 and local implementing laws).

2. NON-RETALIATION

RGIS prohibits retaliation against anyone who, in good faith, raises a concern, seeks advice, or participates in an investigation. Retaliation may result in disciplinary action (subject to local law) and, where applicable, contractual remedies with third parties.

3. INVESTIGATIONS AND REMEDIATION

RGIS will assess reported concerns and, where appropriate, conduct an investigation proportionate to the nature of the allegation and the associated risk. RGIS may take interim measures to protect individuals and preserve evidence. Where misconduct is substantiated, RGIS may implement remediation measures, including contractual actions, process improvements, training, and reporting to authorities where required by law.

IV. Recordkeeping and review

1. RECORDKEEPING AND CONFIDENTIALITY

RGIS will maintain due diligence and oversight records in a controlled manner for at least the period required by applicable law in the relevant jurisdiction, or longer where necessary for legitimate business or legal purposes. Access to due diligence information will be limited to those with a legitimate need to know. Personal data will be handled in accordance with applicable data protection requirements.

2. REVIEW AND UPDATES

RGIS may review and update this Procedure periodically to reflect legal developments, changes in business activities, and lessons learned from implementation. Updates may also be made to align with internationally recognized best practices guidance and applicable industry standards.