



Anti-Bribery and Anti-Corruption Policy

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1. Definitions

1.1. The following definitions shall apply for the purposes of this policy:

1.1.1. **Addressees:** directors, statutory auditors, Rocketeers at any level (both permanent and temporary), , Business Partners, service providers, auditors, and all those who work, both domestically and in foreign countries, for and on behalf or in the interests of or are associated with Red Rocket Group, wherever located;

1.1.2. **Anti-Corruption Laws** includes but is not limited to:

1.1.2.1. Prevention and Combating of Corrupt Activities Act No. 12 of 2004;

1.1.2.2. the Anti-Money Laundering and Combating Terrorism Financing Amendment Act, No. 22 of 2022;

1.1.2.3. the Protection of Constitutional Democracy Against Terrorism and Related Activities Amendment Act, No. 23 of 2022;

1.1.2.4. the UK Bribery Act, 2010;

1.1.2.5. the U.S. Foreign Corrupt Practices Act, 1977;

1.1.2.6. any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997;

1.1.2.7. Prevention of Organised Crime Act No. 121 of 1998;

1.1.2.8. Financial Intelligence Centre Act No. 38 of 2001;

1.1.2.9. Financial Advisory and Intermediary Services Act No. 37 of 2002;

1.1.2.10. Criminal Procedure Act No. 51 of 1977;

1.1.2.11. Competition Act No. 89 of 1998; and

1.1.2.12. Companies Act No. 71 of 2008,

and further includes all applicable anti-corruption laws applicable in the jurisdictions in which Red Rocket conducts business, whether directly or indirectly;

1.1.3. **ARC:** the Audit and Risk Committee;



- 1.1.4. **Business Integrity Officer:** the person or body tasked with ensuring compliance with the provision of this Policy who, at the date of issuing this Policy, is the Head of Legal Affairs;
- 1.1.5. **Business Partner:** any third party that receives or provides products or services from or for the Red Rocket Group, including but not limited to Suppliers, or which acts on behalf of the Red Rocket Group or any entity forming part of the Red Rocket Group, or which is likely to have Significant Contact in performing tasks on behalf of the Red Rocket Group (e.g. Joint Ventures, Intermediaries, Consultants, agents, franchisees, etc.);
- 1.1.6. **Consultant:** an independent individual or legal entity that works on behalf of the Red Rocket Group for the purpose of providing specialist advice, or services of intellectual nature, used by the Red Rocket Group to support management decisions;
- 1.1.7. **Due Diligence:** the detailed preliminary audit and investigation of significant aspects of compliance with the required anticorruption conditions adopted by Red Rocket Group with reference to the procedures in force at the time;
- 1.1.8. **Facilitation Payment:** small unofficial payments made to a Public Official, Public Body or other third party, in order to secure, ease, favour or ensure the performance of a routine activity, necessary action or an act included within the scope of the duties of such Public Official, Public Body or other third party;
- 1.1.9. **Family Member:** in relation to any person, a spouse; children, parents, grandparents, brothers and sisters, nephews and nieces, uncles and aunts and first cousins; the spouse of any of the aforementioned people; any other party residing with these persons;;
- 1.1.10. **Head of Legal Affairs:** the head of legal affairs appointed by Red Rocket Group from time to time;
- 1.1.11. **Intermediary:** a natural person or independent company whose services the Red Rocket Group intends to use in order to: (i) promote the commercial interests of the Red Rocket Group in relation to a single transaction/project, (ii) facilitate the conclusion and/or execution of contracts with third parties; and/or (iii) procure business contacts to Red Rocket Group or introduce the Red Rocket Group to one or more other parties for business purposes;



- 1.1.12. **Joint Ventures:** agreements and contracts to create joint ventures, associations, collaborations, consortia, temporary business associations, or other entities with or without legal personality, in which the Red Rocket Group holds an interest.
- 1.1.13. **Kickbacks:** payments made in return for a business favour or advantage;
- 1.1.14. **Minimum Contractual Criteria:** the provisions which must, at a minimum be provided for in a contract which regulates one of the matters set out herein, which shall be maintained by the Business Integrity Officer and is available to an Addressee on request.
- 1.1.15. **Rocketeers at Risk:** any Rocketeer who:
- 1.1.15.1. is likely to have Significant Contact with a Public Official, Public Body and/or private party, in connection with his/her work activity;
 - 1.1.15.2. oversees other Rocketeers or Business Partners, that are likely to have Significant Contact;
 - 1.1.15.3. may execute an agreement with third parties on behalf of a Red Rocket Group company, or has significant influence on the decision-making process in relation to the fulfilment and execution of such agreements;
 - 1.1.15.4. is involved in processes of internal controls or other activities governed by the Anti-Corruption Laws; and
 - 1.1.15.5. any Rocketeer identified as at risk by a Head of Team or Facility Manager in any one of the above categories;
- 1.1.16. **Policy:** this Anti-Bribery and Anti-Corruption Policy;
- 1.1.17. **Public Official/Body:**
- 1.1.17.1. Any natural/juristic person exercising a legislative, judicial, executive and/or administrative public function;
 - 1.1.17.2. any natural/juristic person acting in an official capacity in the interests or on behalf of (i) a national, regional or local public administration; (ii) an agency, office or body of South Africa; (iii) a company owned, controlled or invested in by South Africa; or (v) a political party, a member of a political party or a candidate for a political role, in South Africa or abroad;



1.1.17.3. any natural/juristic person responsible for a public service, i.e. who, in any capacity, provides a public service, where “public service” is intended as an activity that is regulated in the same way as a public function, but lacks the powers typically associated with the latter. Performing simple ordering tasks and the mere provision of material activity are not included;

1.1.18. **Red Rocket:** Red Rocket Holding;

1.1.19. **Red Rocket Group:** means Red Rocket Holding; and all entities related and interrelated to Red Rocket Holding and/or form part of the group of companies of Red Rocket and, where the context indicates, reference made herein to the Red Rocket Group may refer to an entity forming part thereof, unless a policy has been adopted within the related entity specifically dealing with the matters considered in this Policy;

The applicability of the Key Policies to each company in the Group will be evaluated in accordance with IMS-035 (IMS Applicability Matrix) maintained by the IMS Manager;

1.1.20. **Rocketeer:** means an employee of the Red Rocket Group;

1.1.21. **Significant Contact:** any direct or indirect contact relating to:

1.1.21.1. any relationship with a Public Official or Public Body;

1.1.21.2. any involvement in any survey, inspection, control, assessment, procedure for granting any licence, permit or registration by the public administration or similar administrative, regulatory or executive action;

1.1.21.3. any potential or actual contract with a Public Official or Public Body;

1.1.21.4. payment in relation to entertainment and training, reimbursement of expenses or gifts to a Public Official, Public Body or a private party;

1.1.21.5. any negotiation, agreement or meeting with a Public Official or Public Body, with the exception of meetings that do not procure any advantage whatsoever to the Red Rocket Group; and

1.1.21.6. any contact with private parties that hold senior positions, or parties subject to the management or supervision of a senior party within a company or consortium that might entail the settlement, receipt or promise of money or other benefit, whether



for such party or for others, in order to commit or omit acts in violation of obligations intrinsic to the office of these parties, to the detriment of the company to which they belong;

- 1.1.22. **Subsidiary:** any entity directly or indirectly controlled (as determined in accordance with subsection 2(2) of the Companies Act No. 71 of 2008) by Red Rocket, in South Africa or abroad; and
- 1.1.23. **Supplier:** the person (natural person, legal person, or corporate group) who supplies goods, works, and/or services to the Red Rocket Group.

2. Introduction

- 2.1. This Policy forms part of the business integrity policy framework and should be read together with those policies falling within the framework, including but not limited to the **Code of Ethics (HCM-015)** and the **Whistleblowing Policy (LEG-002)**.
- 2.2. One of the key factors of the reputation of the Red Rocket Group is its ability to conduct its business with professionalism, loyalty, fairness, transparency, honesty and integrity, in compliance with the applicable laws and regulations, as well as similar mandatory requirements, international standards and domestic and foreign guidelines.
- 2.3. This Policy is intended to provide a framework to the anti-corruption standards and procedures that the Red Rocket Group has designed and implemented over time.

3. Scope of Application

- 3.1. The procedures set out in this Policy apply to the Addressees.
- 3.2. Each entity forming part of the Red Rocket Group shall adopt this Policy in a timely manner by resolution of the competent and authorised corporate bodies and, where such entity is not located in South Africa, the policy shall be updated where necessary to reference the additional Anti-Corruption Laws applicable. Red Rocket will also exercise its best influence to promote the adoption of similar policies by corporate entities in which Red Rocket has non-controlling interests.



- 3.3. Strict compliance with the provisions of this Policy and any accompanying document is mandatory for all Addressees. It is therefore essential that all Addressees familiarise themselves with the relevant provisions.
- 3.4. Each Addressee shall ensure that he/she: (i) has read this Policy, (ii) has not violated any requirements thereof, and (iii) report any violation of the Policy by it or any other person.
- 3.5. The board of directors of the Red Rocket Group has overall responsibility for ensuring this Policy complies with the Red Rocket Group's legal and ethical obligations and that those entities and/or individuals under Red Rocket's control comply with it. The Business Integrity Officer has primary and day-to-day responsibility to implement this Policy, monitor its use and effectiveness, deal with any queries about the Policy, and audit internal control systems and procedures to ensure they are effective in countering bribery and corruption. Management at all levels are responsible for ensuring those reporting to them understand and comply with this Policy and are given adequate and regular training on it.
- 3.6. This Policy forms part of any Rocketeer's contract of employment and Red Rocket may amend it at any time. Any amendment hereto will be published by the Red Rocket Group and made available to all Addressees.

4. Policy Statement

- 4.1. In accordance with its Policy, the Red Rocket Group prohibits any form of bribery and corruption of any public or private party on behalf of any person or entity, without exception.
- 4.2. In particular, Red Rocket prohibits:
 - 4.2.1. offering, promising, giving, paying, or authorising someone to give or pay, directly or indirectly, a gift or an economic advantage or other benefit to a Public Official, Public Body or private party (i.e. Active Bribery);
 - 4.2.2. accepting or soliciting, or authorising someone to accept or solicit, directly or indirectly, a payment, gift, hospitality, economic advantage or other benefit or request from any person (i.e. Passive Bribery);

when the intention is to:



- 4.2.3. induce a Public Official, Public Body or private party to perform improperly any public function, or any activity connected with a business, or compensate them for having carried out such irregular conduct;
- 4.2.4. influence any official act (or failure to act) by a Public Official or Public Body, or any decision in violation of any official duty;
- 4.2.5. influence or compensate a Public Official, Public Body or private party for an act of his/her office;
- 4.2.6. obtain, secure or maintain a business deal or an improper advantage in relation to business activities or influence the outcome of commercial negotiations or of a tender process; or
- 4.2.7. in any case, violate any applicable laws or breach this Policy.
- 4.3. The prohibited conduct includes offering to, or receipt by, a Rocketeer (i.e. Direct Bribery) or by any person acting on behalf of the Red Rocket Group (i.e. Indirect Bribery) of an economic advantage or other benefit in relation to business activities.
- 4.4. This prohibition is not limited to payments in cash and includes providing or receiving the following items for the purposes of bribery or corruption:
 - 4.4.1. gifts;
 - 4.4.2. entertainment, meal and transport expenses;
 - 4.4.3. contributions in kind, such as sponsorship;
 - 4.4.4. commercial activities, employment or investment opportunities;
 - 4.4.5. confidential information that could be used to trade in regulated securities and products;
 - 4.4.6. discounts or personal loans;
 - 4.4.7. Facilitation Payments;
 - 4.4.8. family assistance or support; and
 - 4.4.9. other advantages or benefits.



- 4.5. In addition, pursuant to the general transparency standard set out in this Policy, any party undertaking relations or carrying out negotiations with external public or private counterparties may not alone and freely:
- 4.5.1. conclude contracts with external public or private counterparties;
 - 4.5.2. access financial resources;
 - 4.5.3. conclude contracts for consultancy, professional services or intermediation;
 - 4.5.4. grant benefits (presents, advantages, etc.); and
 - 4.5.5. hire personnel.
- 4.6. Any person subject to this Policy shall be deemed “aware” that the payment or other benefit will favour a Public Official, Public Body or private party or his/her Family Member or persons indicated by them, if this person has acted with conscious disregard or avoidance of warning signs or grounds for suspicion (“Critical Situations”), or has acted with gross negligence, for example failing to conduct the appropriate level of due diligence under the circumstances.
- 4.7. Compliance with the Anti-Corruption Laws and this Policy is mandatory for the Red Rocket Group, Addressees and Business Partners.
- 4.8. As a result:
- 4.8.1. all of the Red Rocket Group’s dealings with, related to or involving a Public Official or Public Body must be conducted in compliance with this Policy and the Business Integrity Framework;
 - 4.8.2. all of the Red Rocket Group and its Rocketeer's dealings with, or related to, private parties must be conducted in compliance with this Policy, and Business Integrity Framework;
 - 4.8.3. Rocketeers are responsible for their own compliance with this Policy. In particular, the Heads of Teams and Facility Managers are responsible for supervising compliance of their project workers and adopting measures to prevent, detect, and report potential violations;
 - 4.8.4. no questionable or illegal practice (including Facilitation Payments) can be in any way justified or tolerated because it is "customary" in the industrial sector or in the countries



where the Red Rocket Group is operating. No service may be provided or accepted if it can be achieved only by compromising the ethical standards defined by Red Rocket;

- 4.8.5. financial resources obtained as part of business activities are managed in compliance with the Business Integrity Framework and the Policy, in any case using procedures that avoid the possibility of creating undue or unexpected availability of finances;
- 4.8.6. Rocketeers who violate this Policy and/or the Anti-Corruption Laws will be subject to disciplinary action, and any other legal action to the extent necessary to protect the interests of the Red Rocket Group;
- 4.8.7. Rocketeers will not be dismissed, relieved of their duties, suspended, threatened, bullied or discriminated against in any way at work because they have refused to make a payment or give presents or any prohibited benefit, even if such refusal results in a loss of a business deal or other adverse consequences to the business; and
- 4.8.8. Business Partners who breach this Policy and/or the Anti-Corruption Laws will be subject to contractual remedies, including the termination of their agreement, a ban on commercial relations with the Red Rocket Group and damages claims.

5. Guiding Principles

5.1. Anti-Corruption Laws

- 5.1.1. Red Rocket Group and its Rocketeers are subject to the laws of South Africa in respect of their conduct, both locally and abroad, as well as to the Anti-Corruption Laws of other relevant countries where the Red Rocket Group operates.
- 5.1.2. Generally the Anti-Corruption Laws (i) prohibit both direct and indirect payments, including payments made to anyone with the knowledge that the payment will be shared with a Public Official, Public Body or a private party, as well as offers or promises of a payment or other benefit for the purpose of bribing Public Officials, Public Bodies or private parties; and (ii) require companies to compile and keep books, registers and accounting records that, in reasonable detail, accurately and properly reflect transactions, expenditures (including ones that are "not significant" from an accounting viewpoint), acquisitions and disposals of assets.



- 5.1.3. In terms of the Anti-Corruption Laws, the Red Rocket Group and/or a Rocketeer can be held liable for offers or payments made by anyone acting on behalf of the Red Rocket Group in connection with business activities, in the circumstances that the Red Rocket Group and/or a Rocketeer were aware, or reasonably should have been aware, that this offer or payment was improperly made.
- 5.1.4. Inaccuracies in the reporting of non-corrupt payments also constitutes a violation, and false registrations can give rise to fiscal and legal liability.
- 5.1.5. Consequences of non-compliance with the Anti-Corruption Laws for individuals found guilty are up to 10 years' imprisonment and/or a fine, in addition to other sanctions provided for under applicable Anti-Corruption Law. The Red Rocket Group may further be prevented from holding their personnel harmless and indemnifying them from liability pursuant to the Anti-Corruption Laws, resulting in personal liability.
- 5.1.6. If the Red Rocket Group fails to prevent bribery, the relevant entity within the Red Rocket Group may be found guilty of an offence, which could lead to the permanent or temporary exclusion from tendering for public contracts and the Red Rocket Group's reputation could be prejudiced.
- 5.1.7. In addition to those items set out herein, and insofar as same is not covered by this Policy, the Rocketeers are required to comply with the anti-corruption guidelines and performance standards issued from time to time by the International Finance Corporation.
- 5.1.8. Red Rocket takes its legal responsibilities very seriously.

5.2. Legal Support

- 5.2.1. The content of applicable laws and the Anti-Corruption Laws may change at any time, so it is important to obtain up-to-date legal advice before making any commitment on behalf of the Red Rocket Group.
- 5.2.2. For this purpose, questions relating to (a) the content of the Anti-Corruption Laws, or any matter discussed in this Policy or its application in specific situations; and/or (b) the



measures on internal controls in the Anti-Corruption Laws or any other matter discussed in this Policy, or their application in specific situations must be directed to the ARC.

5.3. Facilitation Payments and Kickbacks

5.3.1. Facilitation Payments and Kickbacks are expressly prohibited.

5.3.2. It is not acceptable for any Rocketeer, Subsidiary or Business Partner to make or accept these sorts of payments under any circumstances.

5.4. Gifts, Expenses, Hospitality, Donations, and Other Gratuities – Offered and Received

5.4.1. Save as contemplated below, Addressees are prohibited from offering, delivering, promising or granting to third parties (public or private) directly or indirectly, even on occasions of festivity, any gifts, benefits or other gratuities, in the form of sums of money, goods or services.

5.4.2. Addressees are also forbidden from accepting or receiving from third parties (public or private) directly or indirectly, even on occasions of festivity, any gifts, benefits, or other gratuities, in the form of sums of money, goods or services.

5.4.3. Any gift, financial advantage or other benefit, in order to be permitted for purposes of this Policy and Anti-Corruption laws, must (from an objective perspective) have all the following characteristics:

5.4.3.1. it must not be a cash payment or cash equivalent (such as gift certificates or vouchers);

5.4.3.2. it must be provided in connection with a *bona fide* and legitimate business purposes;

5.4.3.3. it must not be motivated by the desire and intention to exercise improper influence or the expectation of reciprocity on a third party or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours;



- 5.4.3.4. it must be reasonable according to the circumstances, taking account of the reasons for the gift, its timing and value (for example, in South Africa it is customary for small gifts to be given at Christmas);
- 5.4.3.5. it must be given in the name of the organisation, whether in the name of Red Rocket or a Red Rocket Group company or an external entity dealing with the Red Rocket Group, not in a specific individual's name;
- 5.4.3.6. it must be given openly, not secretly;
- 5.4.3.7. it must be tasteful and commensurate with generally accepted standards of professional courtesy; and
- 5.4.3.8. it must comply with applicable local laws and regulations.
- 5.4.4. Promotional gifts of low value, such as branded stationery, to or from existing customers, suppliers and Business Partners will usually be acceptable.
- 5.4.5. Reimbursing a third party's expenses or accepting an offer to reimburse a Rocketeer's 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.
- 5.4.6. Any person receiving offers of gifts, hospitality, financial advantages or other benefits that cannot be regarded as acts of commercial courtesy of modest value, as specified in the previous clause, must refuse them and immediately inform: (i) his/her direct superior or the representative of the Business Partner and/or (ii) the ARC.
- 5.4.7. In the specific case when the value of the gift received exceeds the limits set by this Policy, appropriate notification must be sent to the ARC so that the situation can be evaluated.
- 5.4.8. A gift, financial advantage or other benefit is reasonable and bona fide, subject expressly to the above provisions, when it is directly connected to:
 - 5.4.8.1. the promotion, demonstration or illustration of products or services, improving or maintaining Red Rocket Group's image or reputation;
 - 5.4.8.2. participation in training seminars or workshops; or



- 5.4.8.3. the development and maintenance of good business relations.
- 5.4.9. Gifts, financial advantages or other benefits must be recorded in an accurate and transparent manner, in sufficient detail as part of the Red Rocket Group's financial information and must be supported by related documentation to identify the name and title of any beneficiary, as well as the purpose of the payment or other benefit.
- 5.4.10. Any gift, hospitality or other benefit for a Family Member or person specifically indicated by a Business Partner, a Public Official, Public Body or a private party, which was offered at the request of a Business Partner, Public Official, Public Body or private party or in connection to the recipient's relationship with a Business Partner, Public Official, Public Body or private party, must be dealt with as a benefit provided to that Business Partner, Public Official, Public Body or private party, and is therefore subject to the limitations set out in this Policy.
- 5.4.11. Any Addressee who receives donations or offers of donations that do not comply with this clause 5.4 shall immediately inform Business Integrity Officer, in order to adopt appropriate rectification measures.
- 5.4.12. Addressees are in any case prohibited from soliciting the offer, the granting, or the acceptance or receipt of gifts of any kind, including those of modest value.
- 5.4.13. Any Addressee who, as part of his/her duties, enters into contracts with third parties must ensure that such contracts do not provide for or involve donations in breach of this Policy.
- 5.4.14. The above requirements cannot be circumvented by using different forms of assistance or contributions, such as assignments, consultancy, advertising, sponsorships, employment opportunities, business opportunities, or any other type of benefit.
- 5.5. Relationships with Contracting Parties
- 5.5.1. The relationships with contracting parties are maintained in accordance with the fundamental principles set out in this Policy and the rules of law applicable from time to time.



5.5.2. Any activities relating to contracting parties must be conducted in accordance with principles of honesty, fairness, transparency, and openness, and must uphold high standards of competence, professionalism, dedication, and efficiency.

5.5.3. In particular, the Addressees must:

5.5.3.1. establish relationships exclusively with counterparties which have a proven respectable reputation, and whose ethical corporate culture is comparable to the one of the Red Rocket Group;

5.5.3.2. ensure transparency of the agreements and contracts and avoid signing contracts or agreements contrary to law;

5.5.3.3. maintain transparent and collaborative relationships with counterparties; and

5.5.3.4. promptly report to the ARCanyc conduct of the other party that appears contrary to the ethical principles set forth in this Policy.

5.6. Relationships with the Public Officials and Public Bodies

5.6.1. The relationships with Public Officials and Public Bodies are conducted by the directors or by the officers or by the persons expressly authorised or delegated by the Red Rocket Group, in accordance with the provisions of this Policy, having particular regard to the principles of fairness, transparency and efficiency.

5.6.2. The Addressee is required to consider and familiarise itself with the provisions of this Policy which prescribes conduct which is permitted or forbidden when interacting with Public Officials and Public Bodies.

5.7. Relationship with Political Parties, Trade Unions, and Other Interest Groups

5.7.1. Any relations with political parties, trade unions and other interest groups are conducted by the Red Rocket Group's representatives expressly authorised to do so or by the persons specifically delegated by the Red Rocket Group, in accordance with the provisions of this Policy, with particular regard to the principles of impartiality and independence.



5.7.2. Forms of cooperation which are strictly institutional and intended to contribute to the implementation of events or activities, such as, conferences, seminars, studies, and research studies are allowed if they are not aimed at obtaining undue favours.

5.8. Relations with Rocketeers

5.8.1. In the context of relationships with Rocketeers, the Addressees are required to:

5.8.1.1. carefully evaluate the opportunity to employ the services of external resources and select counterparties with adequate professional qualifications and reputation;

5.8.1.2. establish efficient, transparent, and collaborative relations, while maintaining an open and frank dialogue consistent with the best business practices;

5.8.1.3. obtain the cooperation of Rocketeers constantly ensuring the best balance between performance quality and cost;

5.8.1.4. require the enforcement of the agreed contractual conditions;

5.8.1.5. request Rocketeers to comply with the principles of this Policy and include a special provision in the contracts signed with them; and

5.8.1.6. operate within the framework of the South African legislation in force, requiring strict compliance with it.

5.9. Money Laundering

5.9.1. Red Rocket performs its business activities in strict compliance with applicable anti-money laundering laws and regulations issued by the competent authorities, and it undertakes to refuse to engage in suspicious transactions that do not respect the principles of fairness and transparency.

5.9.2. Therefore, Addressees are required:

5.9.2.1. to verify in advance all information available on Business Partners, Suppliers, Rocketeers, and Consultants with regard to their respectability and legitimacy of their business before entering into any business or contractual relationship; and



5.9.2.2. to avoid any involvement in transactions potentially capable to facilitate money laundering from illegal or criminal activities, acting in strict compliance with applicable legislation and regulations and internal control procedures.

5.9.3. Money Laundering activities include:

5.9.3.1. the conversion or transfer of assets of any kind, while a person knows, or reasonably should know, that such asset is, directly or indirectly, derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the Illicit Origin of the asset or of assisting any person who is involved in the commission of such an activity to evade the legal consequences of that person's action;

5.9.3.2. the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of, assets of any kind, while a person knows, or reasonably should know, that such asset is, directly or indirectly, derived from criminal activity or from an act of participation in such an activity;

5.9.3.3. the acquisition, possession or use of assets of any kind, while a person knows, or reasonably should know, at the time of receipt, that such asset was derived, directly or indirectly, from criminal activity or from an act of participation in such an activity; and

5.9.3.4. participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions referred to in the preceding clauses;

5.10. Political Contributions

5.10.1. The Red Rocket Group does not permit any direct or indirect contribution in any form to political parties, movements, committees, political organisations or trade unions, nor to their representatives and candidates ("**Political Beneficiaries**"), except those specifically mandated by applicable laws and regulations. In case of any doubt on the mandatory nature of a contribution, the ARC shall be consulted.



- 5.10.2. In any case, if necessary, these contributions must be made in compliance with the following minimum standards:
- 5.10.2.1. all contributions must be submitted for authorisation by Red Rocket's chief executive officer or someone with delegated authority from the chief executive officer;
 - 5.10.2.2. contributions must only be given to Political Beneficiaries that are well known, reliable and with outstanding reputation for honesty;
 - 5.10.2.3. the Political Beneficiary must demonstrate that it is an officially recognised entity in compliance with applicable laws;
 - 5.10.2.4. an adequate due diligence review of the Political Beneficiary entity shall be carried out, to be subject to the evaluation of the ARC;
 - 5.10.2.5. a legal opinion on the legitimacy and mandatory nature of the contribution under applicable laws must also be submitted to the Business Integrity Officer;
 - 5.10.2.6. in accordance with Red Rocket's legal and internal provisions in this regard, payments to the Political Beneficiary entity must be made exclusively on the account registered in the name of the Political Beneficiary entity. Payments to encrypted accounts, in cash or to a party other than the Political Beneficiary entity, or in a country other than the one of the Political Beneficiary entities, are prohibited;
 - 5.10.2.7. contributions must be properly and transparently recorded in the Red Rocket Group's books and registers;
 - 5.10.2.8. the Political Beneficiary entity must undertake to record properly and transparently:
 - (i) contributions received in its own books and registers;
 - (ii) participation in training seminars or workshops;
 - or (iii) the development and maintenance of good business relations;
 - 5.10.2.9. the sponsorship contract shall be reviewed by the Business Integrity Officer and shall at a minimum include the Minimum Contractual Criteria.
- 5.10.3. In accordance with the Group's legal and the internal provisions in this regard, the amount paid pursuant to the sponsorship contract must be registered in the Red Rocket Group



company's books and registers in a proper and transparent fashion. The Red Rocket Group company must ensure that payments are made exclusively as indicated in the sponsorship agreement, subject to the verification that the service has been effectively provided. The original documentation relating to approval of the contribution and compliance checks with the relative procedure must be kept for at least 10 years.

5.11. Business Partners

- 5.11.1. The Red Rocket Group requires Business Partners to comply with applicable laws, including Anti-Corruption Laws, in respect of business activities carried out with the Red Rocket Group and requires compliance by such Business Partners with the provisions of this Policy and any specific corporate rules adopted in respect of each of the aforesaid.
- 5.11.2. All agreements concluded with Business Partners must provide for the Minimum Contractual Criteria.
- 5.11.3. Rocketeers must comply with this Policy and the other corporate rules with regard to the selection, the maintenance of relations with and the commitments undertaken by the Business Partners as described below.
- 5.11.4. The selection of Suppliers of goods or services and, in any case, the purchase of goods and services of any kind, the choice of Intermediaries, Joint Venture Partners and Consultants shall be conducted on a common and endorsed decision-making process, on the basis of objective and substantiated criteria, in order to achieve the best balance between economic benefit and performance quality.
- 5.11.5. In its relations with Business Partners, the Red Rocket Group's activities shall be guided by the principles of transparency, equality, fairness, and open competition.
- 5.11.6. Business Partners must enter into written agreements before they carry out any activity for or on behalf of the Red Rocket Group and before Red Rocket carries out any service in their favour, and must be paid only in accordance with the terms of such agreements.
- 5.11.7. All written agreements with Business Partners must include a reasonable and adequate remuneration and specific compliance provisions.



- 5.11.8. The Red Rocket Group requires that agreements with Business Partners must include provisions that require Business Partners to:
- 5.11.8.1. comply with the Anti-Corruption Laws and this Policy and, for high-risk Business Partners, to create and maintain, throughout the term of the agreement, their own corporate rules to ensure compliance with the Anti-Corruption Laws and this Policy;
 - 5.11.8.2. in the case of Business Partners subcontracting:
 - 5.11.8.2.1. obtain prior authorisation from the concerned Red Rocket Group company for any subcontracting arrangement (e.g., sub-agents, sub-representatives, sub-consultants or similar);
 - 5.11.8.2.2. ensure that every subcontractor performing services under the agreement carries out such services exclusively on the basis of a written agreement that imposes on the subcontractor equivalent conditions to those imposed on the Business Partners;
 - 5.11.8.2.3. notify the concerned Red Rocket Group company in a timely manner of any request or demand relating to any undue or cash payment or other benefit received by the Business Partner in relation to the agreement;
 - 5.11.8.2.4. allow Red Rocket to carry out an audit of the Business Partner if the concerned Red Rocket Group company has a reasonable suspicion that the Business Partner may have violated the provisions in the agreement relating to compliance; and
 - 5.11.8.2.5. recognise the right of the concerned Red Rocket Group company to terminate the agreement, suspend its execution and claim compensation for damages in the event of violation of the obligations, representations and warranties described above and/or violation of the applicable Anti-Corruption Laws.
 - 5.11.9. With regard to other Business Partners, Joint Venture Partners, Consultants and Intermediaries, subject to a written and detailed request from the concerned business unit, the ARC will assess and, if appropriate, indicate to the business unit which exceptions might be authorised.
 - 5.11.10. **Suppliers:** In the context of relationships with Suppliers, the Addressees are required to:



- 5.11.10.1. establish efficient, transparent, and collaborative relations, while maintaining an open and frank dialogue consistent with the best business practices;
- 5.11.10.2. obtain the cooperation of Suppliers, constantly ensuring the best balance between quality, cost, and delivery times;
- 5.11.10.3. require the enforcement of the agreed contractual conditions;
- 5.11.10.4. request suppliers to abide to the principles of this Code and to include a specific provision in the contracts and agreements signed with them; and
- 5.11.10.5. operate within the framework of the relevant legislation in force, requiring strict compliance with it.
- 5.11.11. **Intermediaries:** In the context of Intermediaries, any corporate rule governing contracts with Intermediaries must comply with the following minimum standards:
 - 5.11.11.1. the Intermediary must have an outstanding reputation for honesty, fair business practices and high ethical standards;
 - 5.11.11.2. corporate rules must be adopted to govern the selection of the Intermediary, which stipulates adequate due diligence process on the potential Intermediary, including seeking and requesting from the concerned party information and documents for a preliminary assessment of the prescribed requirements;
 - 5.11.11.3. the selection of the Intermediary and the stipulation of the brokerage contract only be concluded after assessment of the obtained information and data based on specific criteria, such as honesty, good reputation, professionalism, and financial references.
- 5.11.12. **Consultants:** In relation to Consultants, every corporate rule relating to Consultants must comply with the following minimum standards:
 - 5.11.12.1. the Consultant must have an outstanding reputation for honesty, integrity, professionalism, and fair business practices;
 - 5.11.12.2. a Consultant selection process must be implemented that provides for adequate due diligence on the potential Consultant. Due diligence must include at least the following:



- 5.11.12.3. establishing the Consultant's identity;
- 5.11.12.4. confirming the field of its services;
- 5.11.12.5. establishing whether the Consultant has any links with Public Officials or Public Bodies;
- 5.11.12.6. establishing whether the Consultant has been subject to charges, investigations and/or convictions relating to bribes, corruption, or other illegal activities; and
- 5.11.12.7. the Consultant selection and conclusion of the consultancy contract must be approved in accordance with the relevant corporate rules.

5.12. Selection and Hiring of Rocketeers

- 5.12.1. Before appointing any new member of the Board of Directors or hiring, transferring or promoting any new Rocketeers (i) who probably has Significant Contact with a Public Official or Public Bodies in relation to his/her working activity; (ii) who supervises Rocketeers or Business Partners who probably have such contact; or (iii) who will be involved in the area of control or other activities governed by the Anti-Corruption Laws, the Red Rocket Group company must collect information about the relevant personal experiences of such person to the extent permitted by the laws in force, in accordance with the anti-corruption provisions on the selection and hiring of personnel set out in relevant corporate rules of the Red Rocket Group.
- 5.12.2. In case of doubt, or if any of the above are identified, the ARC must be kept informed so that the matter can be explored further.

5.13. Accounting procedures

- 5.13.1. The laws and regulations in force on financial disclosure and tax obligations require the Red Rocket Group to maintain detailed and comprehensive accounting records of every business transaction. The Red Rocket Group's records must comply with the accounting standards in force and must provide a comprehensive and transparent view of the facts on which each transaction is based. All costs and charges, inflows and receipts, income,



payments and spending commitments must be included in the financial information in a timely, comprehensive and accurate manner, with adequate supporting documentation, issued in accordance with all laws in force and with the relative internal control system provisions. 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.

5.13.2. All information registered in the accounting records and the relative disclosure documentation must be made available to the independent auditor so that checks can be carried out. In accordance with the above provisions, all Red Rocket Group payments and transactions must be accurately registered in the relative books and registers of the companies concerned, so that the Red Rocket Group's books, registers and accounting correctly reflect asset transactions and disposals in reasonable detail. This principle applies to all transactions and expenditures, whether "significant" or not in accounting terms. Furthermore, the accounting criteria and balance-sheet accounts to be used to register business transactions are specifically defined; all transactions are registered in the accounting books in an accurate and proper form, and all documentation is available to the independent auditor.

5.13.3. **Account-Keeping and Internal Controls**

5.13.3.1. If a payment has to be made on behalf of Red Rocket Group, it shall always be documented what the payment is for and whether the amount requested is proportionate to the goods or services provided. A receipt shall always be requested, stating the reason for the payment. All Red Rocket Group payments and transactions must be accurately recorded in the relative books and registers of the Red Rocket Group, so that the Red Rocket Group's books, registers and accounting documents accurately reflect truthfully, properly and in reasonable detail, asset transactions and disposals. This principle applies to all transactions and spending, whether significant or not in accounting terms.

5.13.3.2. Adequate accounting checks must be established and implemented which are sufficient to make reasonably sure that:



- 5.13.3.2.1. transactions are carried out only with general or specific management authorisation;
- 5.13.3.2.2. transactions are registered as necessary to:
 - 5.13.3.2.2.1 enable the financial statements to be drawn up in compliance with generally accepted accounting principles or any other criterion applicable to these financial statements; and
 - 5.13.3.2.2.2 keep accounts of all corporate assets;
- 5.13.3.2.3. access to assets is only permitted with general or specific management authorisation; and
- 5.13.3.2.4. the value of assets entered in the financial statements corresponds to assets effectively existing, with reasonable frequency, and appropriate measures are taken to address any detected difference.
- 5.13.3.3. On the basis on a top-down and risk-based approach, focused on accounts/disclosure of the balance sheet, company and significant processes, as defined in the relevant corporate rules, the Red Rocket Group maintains a system of internal controls in relation to financial information, to provide reasonable guarantees regarding the reliability of disclosure and preparation of financial statements. Any system in place and rules associated therewith must, at a minimum:
 - 5.13.3.3.1. provide for the regular updating of registers and books, so that they reflect the asset transactions and disposals of the issuer in reasonable detail and in an accurate and proper manner;
 - 5.13.3.3.2. ensure that transactions are registered as necessary to allow the financial statements to be drawn up in compliance with generally accepted accounting principles, and that issuer inflows and outflows take place only in accordance with the relative authorisations; and
 - 5.13.3.3.3. ensure that any unauthorised acquisitions, use or disposal of assets by the issuer that could have a significant impact on the financial statements will be prevented or promptly identified.



- 5.13.3.4. This internal control system is intended to provide a reasonable assurance of a low (remote) risk that inaccurate amounts, that are significant in terms of their impact on the annual financial statements or interim financial information, are registered in the accounts due to error or fraud without being promptly identified.
- 5.13.3.5. The internal control system relating to financial information must provide for specific verification and pervasive controls, as defined below, at a range of organisational levels and with different implementation procedures. Specific controls are to be implemented during the normal course of transactions, to prevent, identify and rectify errors and fraud. Typically, these controls include: checks of accounting entries, authorisations, comparison of internal and external information, consistency controls, etc. Considering their correlation with the operational activities, the specific controls are also referred to as process controls.
- 5.13.3.6. Pervasive controls on the structural elements of the internal control system, constituting the general reference framework, are designed to ensure that process activities are executed and controlled in accordance with the objectives set by management. Usually, they include some corporate rules within the organisation. The main types of pervasive controls relate to:
- 5.13.3.6.1. the assignment of powers and tasks at various levels, in line with the required grades of responsibility, with a particular focus on key tasks and their assignment to qualified individuals; and
- 5.13.3.6.2. the identification and segregation of incompatible activities/duties. This type of control involves the separation among the individuals who execute, check and authorise activities.

6. Rocketeer Training

- 6.1. Rocketeers must be informed about and trained on the applicable Anti-Corruption Laws, and the importance of complying with these laws and this Policy, so that they can clearly understand and be aware of the various offences, risks, the actions to take in order to contrast bribery and corruption and the relevant personal and administrative liabilities for them and the



Red Rocket Group, including any sanctions in the event of a violation of this Policy and the Anti-Corruption Laws.

- 6.2. In particular, all Rocketeers at Risk must attend a mandatory anti-corruption training programme which shall include such items and content as determined by the Business Integrity Officer.
- 6.3. Any direct or indirect request by a Public Official, Public Body or a private party for payments (including Facilitation Payments), gifts, business trips, meals or entertainment expenses, employment, investment opportunities, personal discounts or other personal benefits other than expenses that are reasonable and *bona fide* to the Public Official, Public Body or a private party or a Family Member or a person indicated by the Public Official, Public Body or the private party, must be reported immediately to the direct superior (and the ARC) of the Rocketeer or the Business Partner who has received such request.
- 6.4. The direct superior will be responsible for advising the member of the concerned Rocketeer or the Business Partner as to the most appropriate way to proceed, in compliance with the Anti-Corruption Laws and this Policy. To this end, the direct superior must consult the ARC.

7. Violation Reporting System

- 7.1. Any violation, suspected, observed or occurred, of the Anti-Corruption Laws or this Policy must be reported immediately and at the earliest possible stage to the Business Integrity Officer or through the dedicated channels indicated in our **Whistleblowing Policy (LEG-002)**.
- 7.2. Any disciplinary measure adopted will be taken in compliance with the Anti-Corruption Laws and this Anti-Bribery and Anti-Corruption Policy.
- 7.3. Red Rocket is committed to ensure that no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption. Rocketeers will not be dismissed, relieved of their duties, suspended, threatened, or unfavourably treated, bullied or discriminated against in any way at work because they have made a report in good faith on the compliance with this Anti-Bribery and Anti-Corruption Policy and/or the Anti-Corruption Laws, while believing



that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. If such treatment is suffered, it should immediately inform the ARC.

8. Disciplinary Measures and Contractual Remedies

- 8.1. The Red Rocket Group will make every reasonable effort to prevent any conduct that violates the Anti-Corruption Laws and/or this Anti-Bribery and Anti-Corruption Policy, and to interrupt and sanction any conduct contrary to such policies.
- 8.2. The Red Rocket Group will adopt adequate disciplinary measures in respect of Rocketeers:
 - 8.2.1. whose actions are found to violate the Anti-Corruption Laws or this Anti-Bribery and Anti-Corruption Policy, pursuant to applicable national regulations in force and collective agreements;
 - 8.2.2. who fail to conduct or to complete adequate training; and/or
 - 8.2.3. who neglect to observe or report such violations for no reason or who threaten or retaliate against others who report any violations.
- 8.3. The Red Rocket Group will adopt appropriate measures, including but not limited to contract termination or dismissal for misconduct and gross misconduct. Red Rocket Group may terminate its relationship with other individuals or organisations working on its behalf if they breach or are in violation of this Policy and may claim damages from Business Partners whose actions are found to violate the Anti-Corruption Laws or this Anti-Bribery and Anti-Corruption Policy.


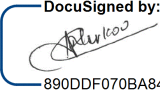
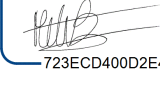
9. Monitoring and improvements

- 9.1. The ARC is [ARCis](#) required to independently review and examine the internal control system to check that the requirements of this Policy are met, based on its own annual auditing programme.



- 9.2. The ARC (i) monitors the adoption of this Policy; (ii) encourages the updating of corporate rules by preparing specific proposals for the competent departments; and (iii) supervises the training of Rocketeers.
- 9.3. This Policy shall be updated to take account of updated Anti-Corruption Laws, best practices and events which take place in Red Rocket Group’s business.
- 9.4. The ARC will provide a half-yearly report on its activities to Red Rocket's Board and the auditors

10.Revision and Approval History

Rev	Date	Updated by	Summary of changes	Reviewed by	Approved by
0	2021/01/14	K. De Wet	First Issue	K. De Wet	M. Brambilla
1	2025/01/13	N. Walker-Woodard	Comprehensive overhaul, and brand refresh.	<p>Z. Khadaroo</p> <p>Signed by:  E19085863ABB499...</p> <p>and</p> <p>A. Kureeman-Nurkoo</p> <p>DocuSigned by:  890DDF070BA84C3...</p> <p>Red Rocket Holding Board Secretary</p>	<p>M. Brambilla</p> <p>DocuSigned by:  723ECD400D2E4BF...</p> <p>Authorised Representative</p>