



Anti-Bribery and Corruption Policy

Energy One Group Policy

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Energy One Limited

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Distribution List

Copy	Name/Role	Location
	Organisation-wide	All Energy One Group locations

1 Introduction

Energy One is an ASX listed company which provides sophisticated, proven solutions to international energy market customers. Energy One (the “company” or “group”) has corporate offices across Australia and in the UK, France and Belgium and services clients in Australia and New Zealand, United Kingdom and Europe, North America and Asia Pacific.

1.1 Scope

This policy applies to all company individuals working at all levels and grades (whether permanent, fixed term or temporary), consultants, contractors, and any other person providing services to us.

This policy does not form part of any contract of employment or other contract to provide services.

1.2 Purpose

The purpose of this policy is to: -

- (a) Set out our responsibilities, and the responsibilities of those working for and on our behalf, in observing and upholding our position on bribery and corruption; and
- (b) Provide information and guidance to those working for and on our behalf on how to recognise and deal with bribery and corruption issues.

1.3 Policy Statement

It is our policy to conduct our business in an honest and ethical manner, without the use of corrupt practices or acts of bribery or corruption to obtain an unfair advantage. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our dealings wherever we operate. We are also committed to implementing and enforcing effective systems to prevent bribery and corruption.

This is not just a cultural commitment on the part of the organisation; it is a legal requirement. We take our legal obligations very seriously, and we will uphold all laws relevant to bribery and corruption in all the jurisdictions within which we operate.

1.4 Definitions

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.

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

Anti-Bribery and Corruption Laws - Laws prohibiting bribery and the other types of improper payments covered by this Policy apply in all the countries in which the company has operations and/or engages in trading activities. It is therefore a criminal offence to offer, promise, give, request, or accept a bribe. This means that individuals may be found liable in the country where the offending conduct occurs or in their home jurisdiction.

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 United Kingdom but are common in some other jurisdictions.

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

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.

Senior Manager – means General Manager level or above in each company of the group.

1.5 Effective Date

9 June 2022

2 Policy Requirements

2.1 Prohibited Conduct

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 a senior manager;
- (e) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (f) engage in any other activity that might lead to a breach of this policy.

2.2 Facilitation Payments

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

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 a senior manager.

2.3 Gifts or Hospitality and Expenses

This policy does not prohibit giving and receiving promotional gifts of low value and normal and appropriate hospitality. However, in certain circumstances gifts and hospitality may amount to bribery and all employees must comply strictly with our values in respect of gifts and hospitality. We will not provide gifts or hospitality with the intention of persuading anyone to act improperly or to influence a public official in the performance of their duties.

Reasonable and appropriate hospitality or entertainment given to or received from third parties will be permitted 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.

The giving and accepting of gifts is allowed 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;
- (e) it is given openly, not secretly; and
- (f) it complies with any applicable local law.

Some examples of acceptable gifts, hospitality or expenses include:

- a business lunch or dinner of reasonable value with a long-term business partner or vendor to recognise a special business event
- attendance at a sporting event/corporate box made available by a vendor, who may provide this on a regular basis to multiple clients
- gifts and hampers of reasonable value provided to recognise special events or celebrations

If a client, prospect, supplier or distributor offers you a gift or hospitality of any kind worth in excess of the amounts listed below (by country), in relation to your employment with the company and the work you do, you must declare it.

Gift Value limits:

Country	Value
Australia	300 AUD
United Kingdom	175 GBP
France	200 EUR
Belgium	200 EUR

Declarations must be sent via email to the Finance Department in your respective country. For the purposes of simplicity, we only require you to send key information in the email.

You will need to state the following in your email:

- 1 Name of client, prospect, supplier, or distributor
- 2 Item description
- 3 Approximate value
- 4 Date received
- 5 Purpose of the gift/hospitality

These emails will be monitored on a regular basis by Finance. Gifts or hospitality that appear excessive or unjustified will be investigated. Should gifts or hospitality received be found to be unreasonable,

inexplicable, or misrepresented, disciplinary action may be applied in accordance with each country's relevant policy. Likewise, failure to report the receipt of gifts or hospitality will be considered a breach of policy and may also result in investigation, and disciplinary action may be applied.

Relationships with our clients and suppliers are crucial to our success and should not be compromised. Individuals should not accept any gift that would compromise your or their independence, or conflict with the service we provide.

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.

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.

If you are unsure what may be considered as reasonable and acceptable in relation to gifts, hospitality, or expenses, you should seek further guidance from your senior manager or the respective Finance Department in your country who will be able to provide more specific guidelines.

2.4 Donations

We do not make contributions to political parties.

We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of a senior manager.

2.5 Record Keeping

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

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

You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with your applicable expenses policy and record the reason for expenditure.

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.

2.6 Training and Communication

Training on this policy forms part of the onboarding process for all individuals who work for us, and regular training will be provided as necessary. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

3 Individual Responsibilities

3.1 Your Responsibilities

You must ensure that you read, understand, and comply with this policy. The prevention, detection and reporting of 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.

You must notify your immediate manager or a senior 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 section 3.4 of this policy.

3.2 How to Raise a Concern

You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage. 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 your immediate manager or a senior manager as soon as possible.

If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your immediate manager or a senior manager.

3.3 Protection

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.

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 your immediate manager or a senior manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using your applicable grievance procedure.

3.4 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 to your immediate manager or a senior manager:

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- (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.

4 Breaches of this Policy

A failure to comply with the obligations contained in this Policy will lead to disciplinary action which may include, but is not limited to, termination of an employee's employment.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

5 Variations

The Company reserves the right to vary, replace or terminate this Policy at any time.