

Fozmula Supplier Charter on Anti-Bribery and Corruption

1. Fozmula's Principles

- 1.1. Fozmula has a zero tolerance of bribery and corruption.
Bribery is offering, providing or receiving something of value (including cash, gifts, hospitality or entertainment) as an inducement or reward for improperly performing a function or activity. Improper performance means performance which amounts to a breach of an expectation that a person will act in good faith, impartially, or in accordance with a position of trust.
Corruption involves any of the following activities: bribery, extortion, fraud, deception or dishonesty, collusion, cartels, abuse of power, theft and money laundering.
- 1.2. Fozmula will not offer, give or receive, either directly or through any third party, any financial or other advantage to obtain new business, retain existing business or secure any other improper advantage and we will not permit others to do so for us.
- 1.3. Our corporate conduct is based on our commitment to act professionally, transparently, fairly and with integrity. Even an allegation of bribery or corruption can seriously damage Fozmula's reputation and protecting Fozmula's reputation is of paramount importance to our continuing success.

2. Purpose Of This Charter

- 2.1. As a Fozmula Supplier you are an integral part of Fozmula's business and the purpose of this Charter is to set out your commitment to Fozmula to act in a manner which is compatible with Fozmula's principles on bribery and corruption.
- 2.2. The UK Bribery Act 2010 (in force from 1 July 2011) includes potential liability on Fozmula in the UK for acts of bribery and corruption committed either in the UK or overseas by "Associated Persons". An "Associated Person" is one who performs services for another organisation. All Fozmula Suppliers therefore potentially fall within this definition.
- 2.3. Fozmula has introduced a formal Anti-Bribery and Corruption Policy.
- 2.4. Accordingly, all Fozmula Suppliers are required to commit to this charter which compliments the contractual commitment you have made to Fozmula in relation to bribery and corruption contained in your Supply Agreement (where applicable) or in the Fozmula Group Conditions of Purchase.

3. Fozmula Supplier Commitment

- 3.1. Fozmula Suppliers must always:
 - 3.1.1. act in a manner which is compatible with Fozmula's Anti-Bribery and Corruption Policy and in accordance with the provisions of the Bribery Act 2010;
 - 3.1.2. act professionally, transparently, fairly and with integrity and actively seek to avoid the appearance of any wrongdoing;
 - 3.1.3. have in place adequate procedures to prevent bribery and corruption and promote honesty and integrity in their business conduct;

Fozmula Limited

Hermes Close, Tachbrook Park, Warwick, CV34 6UF, United Kingdom

Tel: +44 (0)1926 466700 Fax: +44 (0)1926 450473

Email: sales@fozmula.com Web: www.fozmula.com

Registered Office: Griffiths House, Hermes Close, Tachbrook Park, Warwick, CV34 6UF
Registered in England No. 1342163 VAT / Tax I.D. GB 307345180 DUNS Number: 292487113



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- 3.1.4. ensure that staff receive training to prevent bribery and corruption; and
- 3.1.5. report to Fozmula any incidents of bribery and any suspicions you have about bribery and corruption that relate to Fozmula business.

3.2. Fozmula Suppliers must never:

- 3.2.1. offer, promise or accept, directly or indirectly, anything of value that could be construed as a bribe or participate in any form of corrupt behaviour. It is better to miss out on the business or incur additional costs than to be involved in corrupt practices;
- 3.2.2. conceal or fail to record accurately and completely the true nature of your activities as a Fozmula Supplier; or
- 3.2.3. pursue business that requires them or Fozmula to engage in unethical or illegal activity.

By signing below you, the Fozmula Supplier, agree to adhere to the terms of this Charter and you acknowledge that a failure to do so will jeopardise your status as a Fozmula Supplier.

Signed by:

Signature

Print Name

Position

Date

For and on behalf of:

Name of Fozmula Supplier