



ANTI-BRIBERY POLICY

East Thames Aggregates Limited **DO NOT** believe in financial coercion to achieve favourable recompense in the winning of work or procurement of supplies. The Company's officers and employees strive through hard endeavours and building long lasting relationships with our clients, suppliers and agents.

The Company will adhere to **ALL** relevant Laws, Rules & Regulation in achieving its goals and commercial standing within all its activities and sectors of operation.

1. PURPOSE.

1.1 East Thames Aggregates Limited ("The Company") is committed to the practice of responsible corporate behaviour and complying with ALL, Laws, regulations and other relevant requirements which govern the conduct of its operations.

1.2 The Company is fully committed to instilling a strong anti-corruption culture with full compliance to anti-bribery and anti-corruption legislation, including, but NOT limited to, The Bribery Act 2010 ("the Act"), and ensures that no bribes or inducements are made, offered or obtained by any employee or Officer of The Company, or agent working on its behalf.

2. BRIBERY.

2.1 Bribery is defined as the giving or promising of a financial gain or other advantage to another party where the effect of such act would procure a favourable outcome at the exclusion of other interested parties, thereby influencing the result by improper means or conduct.

2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from any party, where that advantage is intended to induce that party in performing their function or impartiality, thereby influencing the result by improper means or conduct.

3. CONSEQUENCES OF BRIBERY.

3.1 Anyone or organisation found guilty of Bribery under the Act may face fines and/or imprisonment and legal costs, not to mention adverse publicity.

3.2 For employees of The Company, failure to follow this Policy or with the Act may result in:

3.2.1 Disciplinary action which may end in dismissal: and

3.2.2 Criminal charges under the Act which may result in a fine and/or imprisonment for up to 10 years. 3.3 For "The Company", any breach of this Policy by any employee/Officer or agent working on behalf of the business, may result in:

3.3.1 The Company considered to be in breach of the Act.

3.3.2 The Company being subject to fines, and

3.3.3 The Company suffering negative publicity and further associated commercial damage.

4. RESPONSIBILITY FOR COMPLIANCE & SCOPE OF POLICY.

4.1 This Policy applies to ALL employees, agents, and other interested parties whom "The Company" has dealings with and any subsidiaries of ALL interested parties, including and not limited to individuals, partnerships, and corporate bodies.

4.2 It is the responsibility of ALL the aforementioned parties to ensure that Bribery is prevented, detected, and reported, and all such reports documented fully per "The Company's" Whistleblowing Policy or otherwise, as stated in this Policy and regulations of "The Act".

4.3 No Party in section 4.1 may:

4.3.1 Give or Promise any financial or other advantage to another party (or use a Third Party) to do the same on "The Company's" behalf, where that advantage is intended to persuade the other party from performing its function and impartiality to the benefit of the said party, thereby in itself constitutes improper conduct by those parties concerned.

4.3.2 Request or agree to receive any financial or other advantage from another party, where, that advantage is intended to induce the improper performance or function, whereby the acceptance of such advantage will itself constitute improper conduct by the recipient for the intention to act improperly in anticipation of receiving such an advantage.

4.4 Parties described in section 4.1 must:

4.4.1 Be aware and alert at all times of all Bribery Risk as described in this Policy as set out in section 9 below.

4.4.2 Exercise due diligence always when dealing with third parties on behalf of "The Company", and

4.4.3 Report all concerns relating to Bribery & Corruption to the Managing Director or Senior Officer, or, in the case of other interested parties, their normal Line Management contact within the Company per “The Company’s” Whistleblowing Policy.

5. FACILITATION PAYMENTS.

5.1 A Facilitation Payment is defined as a small incentive made to officials to ensure or speed up the performance of routine or necessary functions.

5.2 Facilitation Payments constitute bribes and, subject to section 5.3, may NOT be made at any time, irrespective of prevailing business customs in certain territories. 5.3 Facilitation Payments or similar inducements may be made in limited circumstances, where “your life” is in danger, and under NO other circumstances. Any payment so made must be reported to the Managing Director as soon as reasonably possible and practical, who in turn will report this to the necessary “Crimes Unit”.

6. GIFTS & HOSPITALITY.

6.1 Gifts and Hospitality remain a legitimate part of conducting business in the UK and should be provided only in compliance with “The Company’s” Gifts & Hospitality Policy.

6.2 Gifts and Hospitality can, when excessive, constitute a Bribe and/or conflict of interest. Care and due diligence should be always exercised when giving or receiving any forms of gratuity or hospitality on behalf of “The Company”. 6.3 The following principles apply:

6.3.1 Gifts and Hospitality may neither be given or received as a reward or inducement, or to encourage preferential treatment, inappropriate or dishonest conduct by either party.

6.3.2 Neither Gifts nor Hospitalities should be actively sought or encouraged from any party, nor should the impression be given that the award of any, business, custom, contract or similar will be in anyway conditional on such Gifts or Hospitality.

6.3.3 Cash should NOT be given nor received as a Gift under any circumstances.

6.3.4 Gifts and Hospitalities to or from relevant parties should be avoided at the time of contracts being tendered/renewed or awarded.

6.3.5 The value of ALL Gifts and Hospitalities, whether given or received, should be proportionate to the matter to which the relate, and should NOT be unusually high or generous when compared to prevailing practices in the Industry or Sector in which “The Company” operates.

6.3.6 Certain Gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant and/or cultural offence, however, “The Company” will donate any Gifts accepted for such reason to a Charity of the Managing Director or the consensus the employees choosing.

6.3.7 ALL Gifts and Hospitality, whether give or received, must be recorded in the Hospitality & Gratuity Register.

7. CHARITABLE DONATIONS.

7.1 Charitable Donations ARE allowed only to registered (non-profit) charities. Under NO circumstances should donations be made to organisations, individuals directly even if they are purporting to be acting on behalf of a charity other than a recognised Gifting Portal or similar online transaction media.

7.2 ALL Charitable Donations must be fully recorded in “The Company” Donations/Gift Register.

7.3 Proof of receipt of ALL Charitable Donations must be obtained from the beneficiary, either by post or digital format.

7.4 Under NO circumstances may Charitable Donations be made in cash.

7.5 NO Charitable Donations may be made at the request of any party, whereby that donation may result in improper conduct.

8. POLITICAL DONATIONS.

8.1 “The Company” does NOT make political Donations and “The Company” is NOT affiliated with any Political Party, Independent Candidates, or with any other Organisation whose activities are primarily political.

8.2 Employees, agents and other interested parties are FREE to make personal donations, provided, such payments are NOT purported to be made on behalf of “The Company” and are NOT made to obtain any form of advantages in any business transactions, contracts, or similar benefit in relation to “The Company’s” activities.

9. DUE DILIGENCE AND RISK. The following issues should be considered with care and attention in all transactions, dealings with officials, and other business matters concerning Third Parties:

9.1 Territorial Risks, particularly, the prevalence of Bribery and Corruption in a particular country.

9.2 Cross-Border payments, particularly, those involving territories falling under 9.1 above.

9.3 Requests for cash payments, payments through intermediaries or other unusual methods.

9.4 Activities explicitly engineered for “The Company” and/or any associated parties to obtain permits or other formal of Official Authorisation.

9.5 Transactions involving the Import or Export of goods. The Company will review the effectiveness of this Policy and will amend the wording or content at any time.

This Policy has been Approved & Authorised by:

Mr. J A Rogers (Director) East Thames Aggregates Limited

Signed:



Version 1.26- Validated to until 6th January 2027, Dated: This 6th Day of January 2027.



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