



Anti-Bribery and Corruption Policy

READCLOUD LIMITED
ACN 136 815 891

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Document History

Version	Summary of Amendments	Approved by	Approval date
1.0	New Anti-Bribery and Corruption Policy	The Board	26 August 2019
2.0	Annual Review of the Policy	The Board	24 November 2020
3.0	Annual Review of the Policy	The Board	30 May 2022
4.0	Annual Review of the Policy	The Board	16 December 2024

Legislative and Regulatory Framework

Authority	Law, Resolution or Regulation
ASX Corporate Governance Council	The 4th edition ASX Corporate Governance Principles and Recommendations ("ASX Principles")
Australian Government	Corporations Act 2001 (Cth) ("Corporations Act")

Other Policy Details

Key Information	Details
Approval Body	ReadCloud Limited Board of Directors
Key Stakeholders	ReadCloud Limited Board of Directors ReadCloud Limited Senior Management
Responsibility for Implementation	Chief Executive Officer
Policy Custodian	Company Secretary
Next Review Date	2027

1. Introduction

- 1.1. ReadCloud Limited ("**ReadCloud**" or the "**Company**") is committed to conducting its operations and business activities with integrity and prohibits all forms of bribery or corruption by any of its directors, officers, employees or any other party acting on its behalf.
 - 1.2. ReadCloud is committed to complying with all laws that apply to it, including anti-bribery and corruption laws.
 - 1.3. The purpose of the Anti-Bribery and Corruption Policy ("**Policy**") is to:
 - a. supplement ReadCloud's Code of Conduct by setting out the conduct expected by the Company to minimise the risk of bribery or corruption occurring in connection with its operations and activities; and
 - b. provide guidance on how to deal with instances of bribery or corruption.
 - 1.4. This Policy also sets out the process to follow if there are concerns that any employee of the Company is found not complying with or has not complied with this Policy.
 - 1.5. Any and all material or suspected breaches of this Policy must be immediately reported to the Company's Board of Directors (the "**Board**") or the Audit and Risk Committee upon identification.
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2. Application of this Policy

- 2.1. This Policy applies to the person(s) listed below:
 - a. the Board;
 - b. all Company's employees, contractors, consultants, and secondees ("**ReadCloud Personnel**").
 - c. any individual or entity, including engaged to act on behalf of the Company (with authority to bind the Company into contractual relationships with other parties) and/ or any individual or entity representing the Company (having the authority to describe itself as the Company representative in dealing with other parties) ("**Agents and Representatives**"); and
 - d. any other person(s) as specified by the Company from time to time.
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3. Responsibilities

- 3.1. ReadCloud Personnel are required to:
 - a. read, understand and comply with this policy and each employee must sign the **Employee Acknowledgement Form** at **Appendix A**.
 - b. act ethically and with integrity, avoiding even the appearance of impropriety;
 - c. attend and participate in training sessions relating to this Policy;
 - d. maintain timely, accurate and complete records of all expenditures and payments; and
 - e. immediately report any suspicious activities that breaches the duty of good faith.
- 3.2. In addition, ReadCloud Personnel who exercise managerial supervision must also:

- a. ensure all persons under their supervision understand the obligations under this Policy;
- b. never request or suggest that the ReadCloud Personnel and/or Third Parties pursue or achieve business results at the expense of breaching this Policy or any applicable law;
- c. create an environment that enables and encourages others to raise concerns on any suspicion of malpractice including bribery and corruption activity; and
- d. respond appropriately to questions and concerns related to this Policy (including referring ReadCloud Personnel and/or Third Parties to the Company Secretary or the Board, if appropriate).

4. Prohibition of bribery and corruption

- 4.1. Bribery and corruption in any form are prohibited by the Company.
- 4.2. Bribery refers to the act of offering, promising, giving, accepting, receiving or soliciting of a benefit (monetary or otherwise) to any person where the benefit is:
 - a. not legitimately due;
 - b. offered or given to that person with the intention of influencing them in the exercise of their duties or functions; and
 - c. offered or given with the intention of obtaining business or business advantage that is not legitimately due to ReadCloud.
- 4.3. Corruption is a deliberate act of dishonesty, breach of the law, or abuse of public trust or power that undermines or is incompatible with the impartial exercise of an official's powers, authorities, duties or functions for private gain
- 4.4. ReadCloud Personnel are not permitted to give, offer, promise, accept, request, or authorise a bribe, or engage in any form of corrupt business practice, whether directly or indirectly.
- 4.5. For the avoidance of any doubt:
 - a. this prohibition on bribery applies irrespective of whether the person sought to be influenced works in the public or private sector;
 - b. the prohibition applies throughout the world;
 - c. it is irrelevant whether a bribe is accepted or ultimately provided. Merely offering a bribe is a contravention of this Policy and usually is sufficient for an offence to be committed; and
 - d. a bribe may be monetary or non-monetary in value
 - e. this prohibition is not subject to any local customs or business practices.
- 4.6. Also, for the avoidance of doubt, in this Policy, **Public Official** means anyone who is:
 - a. a member of any legislative, administrative, or judicial body;
 - b. a party official or a candidate for political office;
 - c. an employee, official or contractor of a government body or a wholly or partially state-owned enterprise;
 - d. an official, employee or contractor of any public international organisation (such as the United Nations, the World Bank or the International Monetary Fund);
 - e. a person who holds themselves out to be an intermediary of a Public Official;
 - f. a member of a royal family; or

- g. a commercial entity, or the directors, officers, or employees of a commercial entity, in which a government body has a significant ownership interest or over which it otherwise exerts control (i.e. a foreign public enterprise).
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5. Gifts and Hospitality

- 5.1. Gifts and Hospitality made in good faith, including promotional and other business expenditure, which seeks to develop business relationships are an important aspect of the Company's business.
 - 5.2. However, ReadCloud does not permit the exchange of gifts or involvement in hospitality activities that are beyond general commercial practice or that occur in circumstances that could be considered to give rise to undue influence.
 - 5.3. The offer or acceptance of gifts or hospitality is permitted where it:
 - a. is for a legitimate business purpose, which may include developing business relationships;
 - b. does not take place with Public Officials from which a decision regarding any licence, permit, authorisation or any other official act or decision is pending;
 - c. involves, or is reasonably likely to involve, a third party paying for travel or accommodation, and that payment is approved by the CEO or CFO;
 - d. complies with the local law and government policies of the country in which the expenditure is made;
 - e. is given in an open and transparent manner;
 - f. does not include cash, loans or cash equivalents (such as gift certificates or vouchers); and
 - g. complies with the financial approval requirements referred to below.
 - 5.4. ReadCloud Personnel must obtain approval from their direct supervisor (or in the case of directors from the Chair of the Board) before accepting or offering any gift or hospitality where it is reasonably foreseeable that the gift or hospitality will exceed **AU\$500** in value ("**Threshold Value**").
 - 5.5. A declaration must be made in the **Gifts and Hospitality Register** where the offer or acceptance of gifts (including personal favours) or hospitality is over the Threshold Value. The entry must:
 - a. include the value (or approximate value) of the gift or hospitality and whether the gift or invitation to participate in hospitality was accepted or declined; and
 - b. must be accurate and must not distort or disguise the true nature of the entry.
 - 5.6. The Gifts and Hospitality Register will be reviewed by the CFO every six months.
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6. Travel and accommodation

- 6.1. ReadCloud Personnel are responsible for ensuring that all business travel is legitimate and travel arrangements are carried out in accordance with all applicable travel procedures issued by the Company from time to time.
- 6.2. All travel and accommodation expenses must be reasonable, bona fide, and directly related to the demonstration, promotion or explanation of the Company's business.

- 6.3. The Company prohibits the acceptance of any travel and accommodation-related Gifts and Hospitality from Third Parties, except in exceptional circumstances and when pre-approved by the CEO.
 - 6.4. Reimbursement of any third-party's travel and accommodating costs (including 'per diem' payments), must be pre-approved by the CEO.
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7. Facilitation payments and secret commissions

- 7.1. The making or receiving of facilitation payments is prohibited. Facilitation payments are typically minor unofficial payments to Public Officials made either directly or indirectly to expedite or secure the performance of routine government action (for example, to facilitate the expedition of applications for visas or licences).
 - 7.2. The giving or receiving of secret commissions is prohibited.
 - 7.3. Secret commissions typically arise where a person or entity (such as an employee of ReadCloud) offers or gives a commission to an agent or representative of another person (such as a contractor of ReadCloud) which is not disclosed by that agent or representative to their principal. Such a payment is made as an inducement to influence the conduct of the principal's business.
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8. Donations

Political donations

- 8.1. ReadCloud Personnel must not, on behalf of the Company, make a political donation to any political party, politician or candidate for public office in any country unless the donation has been approved in advance by the Board and complies with the local law and government policies of the jurisdiction where the donation is made. It must also be recorded accurately in ReadCloud's accounts.
- 8.2. Attendance at political gatherings, meetings and functions in a professional capacity is permitted where there is a legitimate business purpose. Records of attendance (and the cost of attendance) must be declared to the CEO.

Charitable donations and social programs

- 8.3. Apart from political donations, ReadCloud may make charitable donations and contribute to social programs (e.g. community education and health programs) as permitted by local laws and practices.
 - 8.4. No charitable donations or social programs may be offered or made on behalf of ReadCloud without the prior approval of the CEO.
 - 8.5. Care must be taken to ensure that charitable donations and social programs are applied for a legitimate and appropriate purpose.
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9. Engaging with third-party contractors, agents and intermediaries

- 9.1. It is prohibited by this Policy and the law to offer, give, solicit or receive a bribe indirectly, through a third party.
- 9.2. It is important that appropriate controls are implemented in respect of ReadCloud's engagement of third parties to ensure that the actions of the third parties do not affect the Company adversely.

- 9.3. Third party agents and intermediaries that pose particular risk to the Company of breaching anti-bribery and anti- corruption laws include those that are involved in negotiating any business arrangements or transactions with the public or private sector on behalf of ReadCloud.
- 9.4. In the circumstances set out at 9.3, it is important that:
- a. the standards of conduct set out in this Policy are clearly communicated;
 - b. sufficient due diligence is performed to ensure that it is appropriate for the third party to represent ReadCloud. This includes the completion of an appropriate due diligence report. In many instances it will be appropriate to conduct reference checks;
 - c. the fees payable to the representative must be reasonable and at market rates for the services being rendered and not provide an incentive to act improperly;
 - d. success based or percentage-based fees are not negotiated or paid without the express prior approval of the CEO;
 - e. the appointment of the representative is documented in a written agreement which:
 - (i) contains anti-bribery provisions that satisfy the requirements of this Policy; and
 - (ii) expressly reserves ReadCloud's right to conduct performance monitoring and regular audits; and
 - f. the appointment must be approved by the CEO.
- 9.5. Due diligence inquiries will also be made in respect of third-party contractors performing services in developing or emerging economies if the nature of the services poses a material risk of breaching anti-bribery laws.
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10. Joint Ventures and Acquisitions

- 10.1. Where a joint venture partnership or acquisition is under consideration, a due diligence report must be completed and signed off by the CEO and CFO before entering into contractual relations.
- 10.2. Contracts with proposed joint venture partners should include standard terms concerning the issues addressed by this Policy and ReadCloud should work with its partners to adhere to the standards outlined in this Policy.
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11. Record keeping

- 11.1. Internal financial recording and accounting systems and procedures must be maintained to make and keep books and records which accurately and fairly reflect, in reasonable detail, the parties, the payment arrangements and the purpose of all transactions and disposition of assets.
- 11.2. ReadCloud Personnel must ensure that all expenses and claims relating to Gifts and Hospitality, or expenses incurred to third-party are submitted in accordance with the Company's expenses procedure and specifically record the reason for the expenditure.
- 11.3. All accounts, invoices, memoranda, and other documents and records relating to the dealings with third-party should be prepared with and maintained with strict honesty, accuracy, and completeness. No accounts can be kept 'off-book' to facilitate or conceal any bribery or corruption
- 11.4. No undisclosed or unrecorded fund or account may be established for any purpose.

12. Compliance with local laws

- 12.1. This Policy reflects the laws applicable to the Company. As such, compliance with the Policy should generally result in compliance with local laws. Nevertheless, ReadCloud Personnel should ensure that they are familiar with local laws, and, where a law imposes a higher standard than the Policy, ReadCloud Personnel operating in that country must fully comply with the higher standard.
- 12.2. In appropriate instances, the Company will provide country-specific directions for ReadCloud Personnel and ReadCloud subsidiaries operating in countries outside of Australia.

13. Consequences of non-compliance

- 13.1. Bribery and the other types of improper payments prohibited by this Policy are prohibited under the laws of the countries in which commercial dealings on behalf of the Company take place.
- 13.2. Under relevant laws, for companies, possible consequences of contravention include the imposition of substantial fines, exclusion from tendering for government or private contracts and reputational damage. For individuals, possible consequences include criminal and civil liability with associated significant fines and/or lengthy terms of imprisonment.
- 13.3. Further, any breach of this Policy by ReadCloud Personnel or third parties acting on the Company's behalf is a serious matter that will be investigated and addressed by the Company. It may result in disciplinary action, including immediate termination of employment or engagement with ReadCloud.
- 13.4. The impacts of non-compliance with any applicable laws or any other bribery or corruption offences extends beyond the civil and criminal penalties and as well as:
 - a. impacting the Company's reputation and our ability to procure and retain business and/or clients;
 - b. impacting the Company's ability to do business with government or public international organisations which may require a declaration that the Company has complied, and will comply, under certain applicable laws;
 - c. increased regulatory scrutiny and prosecution of the Company; and
 - d. potential breach of certain established contractual provisions relating to compliance with applicable anti-bribery and anti-corruption laws, which may trigger termination rights, penalties and/or litigation.

14. Reporting procedures and queries

- 14.1. ReadCloud Personnel must report any instance where they believe that non-compliance with the Policy has occurred, is occurring, or is being planned, as soon as they become aware of it.
- 14.2. The report should be made to the CEO and/or CFO. Reports may be made anonymously. ReadCloud will make available an email address for this purpose.
- 14.3. All disclosures will be taken seriously, thoroughly investigated and treated with the utmost confidentiality.
- 14.4. ReadCloud Personnel are also encouraged to contact the Company Secretary if they have any questions or concerns regarding this Policy or subject matter to which this Policy relates. Any enquiries will be treated with the utmost confidentiality.

15. Good Faith Reporting

- 15.1. ReadCloud Personnel will not be subjected to any form of punishment or reprisal from ReadCloud for:
 - a. raising concern regarding, or reporting, any instance of, non-compliance or suspected non-compliance with this Policy, provided the report is made in good faith; or
 - b. refusing to provide or receive a bribe or for refusing to participate in corrupt activity.
 - 15.2. ReadCloud prohibits retaliatory action by ReadCloud Personnel against any individual who:
 - a. Refuses to follow any directive or participate in any activity in circumstances where they are concerned that doing so may amount to a breach of this Policy; and/or
 - b. Is involved in the reporting of conduct which they believe or suspect amounts to non-compliance with this Policy;regardless of whether or not the targeted individual is ReadCloud Personnel.
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16. Training and Awareness

- 16.1. All ReadCloud Personnel will be provided a copy of the Policy as part of the employee onboarding exercise and as and when there has been a change to this Policy.
 - 16.2. All ReadCloud Personnel will need to acknowledge that they have read and understood the Policy as required by the Company from time to time.
 - 16.3. All ReadCloud Personnel will also undergo annual training on the Policy's requirements, including how to recognise and deal with bribery and corruption and the records of attendance will be maintained by the Company.
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17. Policy Review and Amendments

- 17.1. Management will review this Policy **at least once every 2 years** or as may be required to ensure it is operating effectively.
 - 17.2. Any amendment to this Policy must be approved by the Board.
 - 17.3. The Policy will be available on the Company's website within a reasonable time after any such updates or amendments have been approved.
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18. Appendix A- Employee Acknowledgment Form

Employee Acknowledgement

I acknowledge that I have read and understood the *Anti-bribery and Corruption Policy* of ReadCloud Limited and understand that I am obliged to observe the requirements of this Policy and to communicate this Policy and its obligations to the entities and staff under my control or supervision.

Your Name:

Signature:

Date: