

Anti-bribery Policy

1. Purpose

Anti-bribery laws apply in Australia. The purpose of this policy is to provide clear guidance and expectations around compliance with anti-bribery laws, which encompasses anti-bribery associated with foreign officials and body corporates.

In Australia, bribing a foreign official is an offence under s 70.2 of the Schedule to the Criminal Code Act 1995 (C'th). The offence has the following elements:

1. provide/offer a benefit;
2. cause a benefit to be provided/offered;
3. benefit is not legitimately due; and
4. intention of influencing a foreign public official to obtain/retain business or a business advantage.

The eftpos Board extends the compliance obligation to any public officials, whether or not foreign.

2. Scope

- This policy applies to eftpos Group directors and officers, staff and contractors.
- This policy will be published on the eftpos Group website.
- Training will be provided to all eftpos Group directors and officers, staff and contractors on the application of this policy and associated procedures and supporting documentation.
- “**eftpos Group**” means each of eftpos Payments Australia Limited (ABN 37 136 180 366) and Digital Wallet Pty Ltd (ABN 93 624 272 475 AFSL 515270) (trading as “Beem It”) and eftpos Digital Identity Pty Ltd (ABN 80 648 970 101) and each is an “entity”.

3. Definitions and Interpretation

Words defined in:

- the eftpos Scheme Rules have the meanings set out in those rules;
- the *Corporations Act 2001 (C'th)* have the meanings set out in that legislation;
- *Criminal Code Act 1995 (C'th)*; and
- the taxation legislation and accounting standards applicable in Australia have the meanings in that legislation and those standards respectively.

In addition, in this policy the following terms have the meanings shown below:

Account Document means an account or any document made or required for any accounting purpose or any register under the *Corporations Act 2001 (C'th)*, or any financial report or financial records within the meaning of that Act.

Benefit means any advantage and is not limited to money or property nor is there any formal monetary threshold, and where benefits can include, but are not limited to:

- making political or charitable donations.
- gifts or corporate hospitality.
- promotional expenses, travelling expenses or accommodation.
- employing public officials or their relatives.
- provision of services such as use of a car.

However, at the discretion of General Counsel, the Group will take a risk based approach as facilitation payments are still acceptable in Australia where they are scheduled payments under legislation.

Bribery generally means the offer, payment or provision of a benefit to someone to influence the performance of a person's duty and/or to encourage misuse of his or her authority.

Business Advantage means any Benefit in the conduct of a business.

Duty, in relation to a Public Official, means any authority, duty, function or power that is conferred on the official or the official holds himself or herself out as having.

External Enforcement Agency means any authority or body having enforcement jurisdiction over offences under the *Criminal Code Act 1995 (C'th)*, *Competition and Consumer Act 2010 (C'th)*, any legislation relied upon to support offences under those Acts and equivalent enforcement bodies in a foreign country having jurisdiction to enforce the anti-bribery legislation in that foreign country.

Public Official means in respect to foreign public officials or domestic public officials:

- an employee, official (under law, custom or convention), contractor or person in the service (eg member of a military force or police force) of a government body or public enterprise (eg an enterprise where the government has 50% or more of the share capital, voting power, board representation or control; or an enterprise accustomed or under an obligation to act as directed by government; or an enterprise that enjoys special legal rights, status, benefits or privileges because of its association with government);
- a member of the executive, legislature, judiciary or magistracy of a foreign country or of part of a foreign country or a member of the executive, legislature, judiciary or magistracy of an Australian jurisdiction;
- an employee, official, contractor or person in the service of a public international organisation (eg an organisation having two or more countries as members or an organ, commission, council or other body established by an organisation or an office within such an organisation); or
- an individual who is an authorised intermediary or holds himself or herself out to be the authorised intermediary of any of the above covered by any of the above paragraphs

Representative means jointly and severally:

- eftpos Group directors and officers;
- eftpos Group employees and contractors; and
- any person or entity acting as an agent or with the authority of eftpos Group or as an intermediary of eftpos Group.

4. Responsibility

Responsibilities under this policy are as follows:

1. eftpos Group Directors, Officers, Employees and Contractors must:
 - (a) adhere to the policy before and during engagements with any third party;
 - (b) assess and identify the degree of risk of bribery and corruption in industries which any Group entities operate;
 - (c) undertake due diligence of agents and/or intermediaries where potential risk exposes a Group entity to bribery and corruption and adhering to such processes;
 - (d) maintain Group reporting and record-keeping obligations to ensure compliance with applicable laws;
 - (e) consult with the General Counsel for guidance on the application of the policy;
 - (f) report to the General Counsel all suspected or actual contraventions of this policy; and
 - (g) co-operate with the General Counsel and any External Enforcement Agency at the direction of the General Counsel in the investigation of any suspected or actual contraventions of this policy.
2. eftpos Group Leadership Team within each group entity and managers must enforce this policy within their areas of responsibility by having a working knowledge of and monitoring activities within their areas of responsibility that could give rise to a contravention of this policy, including the activities of any person or entity acting as an agent or with the authority of eftpos Group or as an intermediary of eftpos Group. This includes, raising concerns, in confidence upto Board level about bribery, suggest improvements to procedures and controls, and requesting advice.
3. The General Counsel must review and update the policy as required and conduct an annual attestation that records the effectiveness of this policy across the Group, by doing or causing a legal team member to:
 - (a) where there are changes to the Group's customers, suppliers, commercial counterparties and laws, assess the bribery risk of those intermediaries;
 - (b) provide training and interpretation guidance on the application of the policy;
 - (c) investigate and enforce the policy in the case of suspected or actual deviations from the policy;
 - (d) advise eftpos Group entities in respect of co-operation with any External Enforcement Agency in the investigation of any suspected or actual contraventions of this policy;

- (e) maintain a gifts, hospitality and travel, political donation and charitable donations register and perform an assessment for the Group or any Representative to give or receive Benefits; and
- (f) report any deviation from the policy to the Leadership Team and risk governance body of the relevant eftpos Group entity, to eftpos Group Leadership Team and the Chair of the Risk & Internal Audit Committee.

5. Policy

1. Except as stated in policy 2 and policy 3 below, no Representative is to:
 - (a) discuss, offer, promise, imply or provide any Benefit to another person or entity; or
 - (b) cause any of the activities in sub-clause (a) above to occur in respect of another person or entity, that is not legitimately due to the other person, with the intention of influencing a Public Official to exercise of their Duties as a Public Official, or in order to obtain or retain business or a Business Advantage for any person (whether or not eftpos Group) that is not legitimately due (whether or not any business or Business Advantage is actually received).

2. A Representative may provide a Benefit if:
 - (a) required or permitted by a written law in force in the place where the central administration of the Public Official's country is located as confirmed by the General Counsel. For example, an application fee or filing fee is permitted where that is a scheduled fee payable under written law; or
 - (b) the immediate health and safety of the Representative requires the Benefit to be provided.

Where there is any commercial negotiation current or pending, the Representative will seek approval from the General Counsel before giving or receiving any Benefit.

3. A Benefit may be provided if:
 - (a) the General Counsel has confirmed that the value of the Benefit is of a minor nature and otherwise permitted;
 - (b) the Representative's conduct is engaged in for the sole or dominant purpose of expediting or securing the performance of a routine government action of a minor nature and which is otherwise permitted as confirmed by the General Counsel (which excludes the grant of new or extended business or favourable business terms); and
 - (c) as soon as practicable after the conduct, a record is made and is retained at all times of the date, value, recipient, conduct expedited or secured and the purpose of the Benefit, signed by the Representative; and
 - (d) reported to the Risk & Internal Audit Committee as part of the gifts and benefits disclosure process.

4. No Representative is to:
 - (a) discuss, offer, promise, imply or provide any Benefit to another person or entity; or
 - (b) cause any of the activities in sub-clause (a) above to occur in respect of another person or entity, that is not legitimately due to the other person, with the intention of influencing that person or any Related Entity of that person or entity (whether or not the recipient or intended recipient of the Benefit) in order to obtain or retain business or a Business Advantage for any person or entity (whether or not eftpos Group) that is not legitimately due (whether or not any business or Business Advantage is actually received). For clarity, rebates granted in accordance with the Rebate Policy or genuine fee for service arrangements that do not provide Benefits for Business Advantage to Public Officials are permitted.

5. No engagement with any third party is to include any discretionary spend or expense.

6. No Representative is to solicit, expressly or impliedly, any Benefit from a third party for or to influence a decision by eftpos Group or the Representative for any business or Business Advantage to be given to any third party. If a Representative receives any Benefit from any third party, the Benefit must be:
 - (a) returned to the third party, if received before a decision by eftpos Group or the Representative for the granting of any business or Business Advantage; or
 - (b) if received after a decision by eftpos Group or the Representative for the granting of any business or Business Advantage, in consultation with the General Counsel, either:
 - (i) retained by the Representative if the General Counsel has confirmed that the value is of a minor nature and otherwise permitted; or

- (ii) submitted to auction amongst eftpos Group employees and contractors if the value is not of a minor nature; and
- (iii) reported to the Risk & Internal Audit Committee as part of the gifts and benefits disclosure process.

7. A Representative must not:
- (a) make, alter, destroy or conceal an Accounting Document; or
 - (b) fail to make, or alter an Accounting Document that the person is under a duty, under a law of the Commonwealth, a State or Territory or at common law, to make or alter,

in order to or in disregard of whether doing so will facilitate, conceal or disguise a breach of this policy.

8. Except as expressly set out in this policy, no exceptions will be given to this policy.
9. None of the following are relevant to determining whether an act is in breach of this policy:
- (a) a custom or perception that the Benefit or Business Advantage is necessary or required in the situation;
 - (b) the value of the Benefit or Business Advantage; and
 - (c) any official or implied tolerance of the Benefit or Business Advantage.

6. Policy owner

Policy owner

General Counsel

Approval and revision frequency and history

This policy will be reviewed every 36 months and may be updated or reissued by eftpos Group at any time.

This policy is to be approved by the Risk & Internal Audit Committee (RIAC)

Revision and approval history

Date	Revision and approval details
August 2016	Initial policy
August 2016	Reviewed by eLT and approved for presentation to FR&AC
31 October 2016	Approved by FR&AC
October 2018	Reviewed internally, no changes suggested
18 September 2019	Reviewed internally, clarification changes suggested
22 October 2019	Approved by Board
12 October 2021	Approved by RIAC
12 October 2021	Approved by Board