

# WesCEF Anti-bribery Policy

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## 1. PURPOSE

WesCEF is committed to acting in an ethical manner, consistent with the principles of honesty, integrity, fairness and respect.

Bribery and the related improper conduct described within this policy are serious criminal offences for the WesCEF Division, business units and individuals and are inconsistent with WesCEF values. The WesCEF Board and Executive Leadership Team have zero tolerance for bribery.

Laws prohibiting the types of improper payments covered by this policy apply in all of the countries in which WesCEF has operations or engages in trading activities. Many laws, such as the Australian Criminal Code, the US Foreign Corrupt Practices Act and the UK Bribery Act, have application at home and abroad.

The purpose of this policy is to:

- (a) set out the responsibilities of WesCEF business units and team members in observing and upholding the prohibition on bribery and related improper conduct; and
- (b) provide information and guidance on how to recognise and deal with instances of bribery and corruption.

## 2. POLICY APPLICATION

This policy applies to anyone who works for the WesCEF Division, including team members, directors, contractors, agents, consultants and other intermediaries, regardless of location and whenever you are identified as a representative of WesCEF (WesCEF personnel).

## 3. RESPONSIBILITIES

### 3.1 WesCEF's Anti-bribery Officer

WesCEF's Anti-bribery Officer is the WesCEF Chief Financial Officer, and is responsible for implementing, and communicating to relevant personnel, this policy and monitoring the effectiveness of the policy. The Anti-bribery Officer is also responsible for investigating any concerns arising under this policy.

### 3.2 General Manager

Each General Manager is responsible for assessing the risk and ensuring sufficient due diligence is undertaken before endorsing and approving (from an operational risk perspective) the engagement of high risk third parties and enforcing the use of WesCEF's gifts register.

### 3.3 Responsible Officer

A Responsible Officer (RO) is the WesCEF team member who oversees the engagement and contract with a high risk third party. It is the responsibility of the RO to complete the due diligence processes and annual reviews of the supplier as outlined in Section 6.

### 3.4 Team Members

WesCEF's team members are responsible for adhering to this policy.

## 4. POLICY PRINCIPLES

WesCEF personnel must:

- (a) understand and comply with this policy;
- (b) not give, offer, accept or request bribes, facilitation payments, secret commissions or other prohibited payments or engage in money laundering or cause any prohibited payments to be given, offered, accepted or requested;
- (c) not approve any offers, or make, accept or request an irregular payment or other articles, act or undertaking of benefit, to win business or influence a government or business decision in favour of a business within the WesCEF Division;
- (d) comply with the requirements in this policy, including any applicable registration and approval processes, for gifts, entertainment or hospitality;
- (e) not offer or receive any gifts, entertainment or hospitality to or from public or government officials or politicians, without the approval from WesCEF's Anti-bribery Officer;
- (f) obtain required approvals for donations or sponsorships;
- (g) maintain accurate records of details with third parties; and
- (h) be vigilant and report any breaches of, or suspicious behaviour related to this policy.

## 5. APPLICATION AND IMPLEMENTATION OF POLICY

### 5.1 Bribery

Bribery is the act of offering, promising, giving or accepting (or causing to be offered, promised or given) a benefit with the intention of influencing a person who is otherwise expected to act in good faith or in an impartial manner, to do or omit to do anything in the performance of their role or function, in order to provide WesCEF business units with business or a business advantage that is not legitimately due. The relevant laws apply to bribery of public officials as well as bribery in respect of any commercial transaction in the private sector. Merely offering a bribe will usually be sufficient for an offence to be committed.

Bribery can take many forms. The benefit that is offered, given or accepted may be monetary or non-monetary. For instance, it may involve non-cash gifts, political or charitable contributions, loans, reciprocal favours, business or employment opportunities or lavish corporate hospitality.

Bribery may be indirect, for example where:

- a person procures an intermediary or an agent to make an offer which constitutes a bribe to another person; or
- an offer which constitutes a bribe is made to an associate of a person who is sought to be influenced.

WesCEF faces a range of bribery and corruption risks arising from the geographic areas in which our businesses operate or have dealings, and the nature of our businesses (for example, through engagement with public officials and in procurement activities). These risks are identified through

various elements of the compliance framework including risk assessments and due diligence. Examples of “red flags” indicative of bribery or corruption are set out in **Annexure A**.

WesCEF personnel must not give, offer, promise, accept or request a bribe and must not cause a bribe to be given, offered, promised or accepted by another person. Under no circumstances will WesCEF or its business units approve of any offers, or make, request or receive an irregular payment or other article, act or undertaking of benefit, to win business or influence a business or government decision in favour of WesCEF or its business units.

## 5.2 Facilitation payments, secret commissions and money laundering

Facilitation payments are typically minor, unofficial payments made to secure or expedite a routine government action by a government official or employee.

Secret commissions typically arise where a person or entity (such as an employee of WesCEF) offers or gives a commission to an agent or representative of another person (such as a customer of WesCEF) that 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.

Money laundering is the process by which a person or entity conceals the existence of an illegal source of income and then disguises that income to make it appear legitimate.

The making of facilitation payments, secret commissions and money laundering by WesCEF personnel or a WesCEF business unit is prohibited.

## 5.3 Gifts, entertainment and hospitality

WesCEF recognises that accepting or offering gifts, entertainment or hospitality of moderate value is customary and in accordance with local business practice.

The practice of accepting or offering gifts, entertainment or hospitality varies between countries, regions and industries. What may be normal and acceptable in one may not be in another. It is a matter to be approached conservatively and prudently by WesCEF team members and business units.

WesCEF prohibits the offering or acceptance of gifts, entertainment or hospitality in circumstances which could be considered to give rise to undue influence. Gifts, entertainment or hospitality may be accepted (or offered) only if they are of an incidental nature and should not exceed A\$250 (per employee including spouse or acquaintance as appropriate).

Any gifts, entertainment or hospitality with a value in excess of \$250 (or \$20 for Supply/Procurement team members) must be approved by the line manager of the team member offering or being offered the gift, entertainment or hospitality. If not approved, it must be returned (or not offered) without delay, with an explanation of the WesCEF policy on these matters. It should also be recorded in WesCEF's Gift Registry **prior to** the gift being accepted or offered, provided it meets all the criteria set out below. WesCEF's Gift Registry is accessible via [Connect](#).

Gifts, entertainment or hospitality may only be offered or accepted where all of the following conditions are met:

- (a) it is done only for the purpose of general relationship building;
- (b) it cannot reasonably be construed as an attempt to improperly influence the performance of the role or function of the recipient;
- (c) it complies with the local law of the jurisdiction in which the expenditure is made;

- (d) it is given in an open and transparent manner;
- (e) it does not include cash, loans or cash equivalents (such as gift certificates or vouchers); and
- (f) the above WesCEF requirements for approval, registration or otherwise have been complied with.

In addition to satisfying the above conditions, entertainment of customers and suppliers provided (or received) should not extend beyond a level reasonably required to maintain a professional business relationship. Travel and accommodation offered by a supplier may not be accepted unless it is unconditional and has been approved by the team member's line manager.

Gifts, entertainment or hospitality must not be offered to, or accepted from, public or government officials or their associates, including politicians or political parties, without approval from WesCEF's Anti-bribery Officer.

## 5.4 Political and charitable donations

All dealings with politicians, public officials and government officers which relate to the WesCEF Division and its business activities must be conducted at arm's length and with the utmost professionalism to avoid any perception of attempting to gain an advantage.

Political donations must **not** be made by the WesCEF Division.

A charitable donation may only be offered or made in accordance with WesCEF's *Community Investment Policy* and with the prior approval of WesCEF's Anti-bribery Officer. WesCEF's Anti-bribery Officer may put in place standing authorities for managers to make donations to specified levels, provided that these are consistent with delegated authorities, are reviewed annually and are made available to WesCEF's auditors as requested.

WesCEF may make charitable donations that are legal and ethical under local laws and practices. In some countries, charities can be used as a screen for illegal bribes, so care must be taken to ensure that the charity or cause is legitimate. Further information is available in WesCEF's *Community Investment Policy*.

## 6. ANTI-BRIBERY PROCEDURES FOR HIGH RISK THIRD PARTIES

WesCEF defines a high risk third party as a company or individual (other than WesCEF team members):

- which operates in developing or emerging economies<sup>1</sup> (Corruption Perception Index of 43 or lower);
- involved in negotiating any business arrangements or transactions with the public or private sector on behalf of WesCEF in any country (including bidding for tenders, negotiating supply contracts); or
- who arrange leases or licences or provide customs or clearance services.

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<sup>1</sup> If WesCEF or its business units engage with a supplier who has both an Australian entity and operations in developing or emerging economies, consideration should be given to whether the Australian entity is required to comply with foreign parent or subsidiary policies. Please discuss with WesCEF's Anti-Bribery Officer as required.

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**Before WesCEF engages or enters into any commitment with a high risk third party, the following procedures must be implemented:**

- (a) **Communicate the Wesfarmers Anti-bribery Policy** to the high risk third party and obtain written confirmation that they have received and read the Policy. This should be the complete policy, including appendices available on the Wesfarmers website.
- (b) **Conduct due diligence enquiries** to ensure that it will appropriately represent WesCEF (and the Wesfarmers Group) and complete a due diligence report in the form set out in Annexure B. This report should be provided to WesCEF's Governance & Compliance Manager (compliance@wescef.com.au) and is required to be signed off by WesCEF's Anti-Bribery Officer.
- (c) **Raise any issues of concern** identified in the due diligence process with your relevant line manager and the WesCEF Anti-bribery Officer and, if appropriate, Wesfarmers Corporate Solicitors Office (CSO). A list of potential 'red flags' are included in Annexure A. High risk third parties must not be engaged unless approved by WesCEF's Anti-bribery Officer, with the approval and reasons for it, documented in writing and filed with the due diligence report and issues identified in due diligence can be or are satisfactorily resolved.
- (d) Ensure that any **contractual arrangements** with the high risk third party include terms approved by the CSO concerning anti-bribery (refer to **Annexure C**).
- (e) Ensure that team members using the high risk third parties services establish processes and procedures to **monitor and maintain oversight** of the work being conducted by the high risk third party.

A record of all high risk third parties is maintained by WesCEF's Anti-bribery Officer, supported by the Governance, Risk & Assurance team. Those third parties considered high risk will be reviewed annually or when information related to the supplier materially changes. The due diligence required to be completed as part of (b) should be completed in addition to the due diligence requirements for Ethical Sourcing and Modern Slavery. WesCEF's Anti-bribery Officer is required to maintain accurate and complete records of all due diligence reports.

## 7. REPORTING BREACHES AND SUSPICIOUS BEHAVIOUR

WesCEF personnel must report any suspected or actual instances of bribery or breaches of, or suspicious conduct in relation to, this policy. This includes behaviour that makes WesCEF personnel and others engaged in activities for WesCEF feel threatened or pressured to engage in improper conduct. Reports should be made:

- (a) to WesCEF's Anti-bribery Officer (WesCEF Chief Financial Officer); or
- (b) in accordance with WesCEF's *Whistleblower Policy*

WesCEF is committed to ensuring no one suffers detrimental treatment as a result of refusing to take part in conduct that may constitute bribery or corruption or raises a genuine concern in respect of any such conduct.

## 8. TRAINING

WesCEF's Anti-bribery Officer (or delegate) will liaise with the Training and Competency team to ensure that the relevant WesCEF personnel receive the training on this policy as required for their role. Anti-bribery training should be completed by WesCEF team members who are in roles where knowledge of the policy is relevant, which usually includes team members in the following roles:

- senior management;
- sales;
- supply and procurement; or
- other roles who are responsible for deciding how to deal with suppliers, customers or competitors or who work in high-risk jurisdictions.

## 9. CONSEQUENCES OF BREACH OF POLICY

A breach of this policy by WesCEF personnel may be regarded as serious misconduct, leading to disciplinary action, which may include termination of employment. Breach of this policy may also expose an individual to criminal and civil liability and could result in imprisonment or in the imposition of a significant financial penalty.

## 10. RELATED DOCUMENTS

This policy should be read in conjunction with the following related documents:

[WesCEF Code of Conduct \(WCEF-PO-HRS-040-01\)](#)

[WesCEF Community Investment Policy \(WCEF-PO-CMN-040-02\)](#)

[WesCEF Whistleblower Policy \(WCEF-PO-HRS-000-02\)](#)

## ANNEXURE A: HIGH RISK THIRD PARTY DUE DILIGENCE REVIEW RED FLAGS

The following is a non-exhaustive list of example indicators that, if identified during due diligence, should be considered 'red flags' and be brought to the attention of your line manager, the WesCEF Anti-bribery Officer and if appropriate, CSO:

1. You learn that a third party engages in, or has been accused of engaging in, improper business practices.
2. You learn that a third party has a reputation for paying bribes or requiring that bribes are paid to them.
3. A third party insists on receiving a commission or fee payment before committing to sign up to a contract with a Wesfarmers Group company or carrying out a government function or process for a Wesfarmers Group company.
4. 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.
5. A third party requests that payment is made to a country or geographic location which is different to where the third party resides or conducts business.
6. A third party requests an (unexpected) additional fee or commission to "facilitate" a service.
7. A third party demands entertainment or gifts before commencing or continuing contractual negotiations or provision of services.
8. You learn that a colleague has been taking out a particular supplier for expensive and frequent meals.
9. A third party requests that a payment is made to "overlook" potential legal violations.
10. A third party requests that a Wesfarmers Group company provide employment or some other benefit to a friend or relative.
11. You receive an invoice from a third party that appears to be non-standard or customised.
12. A third party insists on the use of side letters or refuses to put terms agreed in writing.
13. You notice that the Wesfarmers Group has been invoiced for a commission or fee payment that appears large given the service stated to have been provided.
14. You notice that internal accounting records are not accurately recording payments or are lacking in detail.
15. A third party requests or requires the use of an agent, intermediary, consultant, contractor, distributor or supplier that is not typically used by or known to the Wesfarmers Group company concerned.
16. You are offered a very generous gift or lavish hospitality by a third party.
17. You are asked to provide a gift or make a donation to a political party or charitable organisation shortly before the award of a project for which a Wesfarmers Group company has tendered.
18. A government employee asks you to make a cash payment to ensure or accelerate the performance of a routine government action (e.g. to process a visa application or grant a licence).
19. You are requested to cover the costs of a weekend holiday of a public official and their family.



## ANNEXURE B: HIGH RISK THIRD PARTY DUE DILIGENCE REPORT TEMPLATE

### Level of due diligence inquiry

In seeking to obtain adequate information in relation to each of the issues required to be addressed in this report, varying levels of inquiry will be required. The required levels of inquiry are set out in the table below:

Issue to be addressed	Required level of inquiry
1 - 5	<p>* Consult publicly available, freely accessible materials (including conducting searches of the internet, annual reports, media articles, and – within reason - any relevant, freely accessible databases).</p> <p>If necessary, ask the proposed third party.</p>
6	<p>* Consult publicly available, freely accessible materials (including conducting searches of the internet, annual reports, media articles, and – within reason - any relevant, freely accessible databases).</p> <p>Make inquiries of colleagues and to the extent appropriate, the local business community (including customers of the proposed third party) and any contacts you may have with potentially relevant information / experience.</p> <p>If practicable, inquire with relevant embassies, trade commissions and chambers of commerce.</p>

\* WesCEF has a number of resources available to assist with review of third parties, including but not limited to Refinitiv One-World Online and Illion. Speak to your line manager or Supply for information on how to access this information.

### Due diligence report

	Required information	Response
<b>Information about the proposed third party</b>		
1.	Name, address and jurisdiction of incorporation of the proposed third party.	
2.	Size of the proposed third party's business, location of its facilities, financial stability and history of its operation.	
3.	Qualifications, financial information, as	

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	well as professional background of the proposed third party's principals.	
4.	Business references (i.e. names, description and contact information for other companies for which the proposed third party has performed services).	
5.	<p>Whether the proposed third party or its owners or principals are or have ever been:</p> <ul style="list-style-type: none"> <li>a) a public official;</li> <li>b) employed by a government entity (including a government owned or controlled corporation);</li> <li>c) an official of a political party or candidate for political office;</li> <li>d) an official or employee of a public international organisation;</li> <li>e) a person who acts in official capacity on behalf of any government entity, political party or public international organisation;</li> <li>f) a member of any royal family;</li> <li>g) related to any of the above;</li> <li>h) convicted of a felony (or its equivalent in the local jurisdiction);</li> <li>i) the subject of any criminal investigation; and/or</li> <li>j) connected to organised crime.</li> </ul>	
6.	Business reputation of the proposed third party.	
7.	Have any issues relevant to the WesCEF Anti-bribery Policy been identified during the due diligence on the proposed third party in relation to any payment that has been made at any time by the proposed third party?	
8.	Have any other issues been identified during the due diligence on the proposed third party that are of note or concern in relation to the WesCEF Anti-bribery Policy (including any 'red flags' listed in the due diligence checklist)?	
9.	If any such issues or red flags have been identified, have they been communicated to your line manager and	

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	WesCEF's Anti-bribery Officer?	
10.	Indicate whether an external investigation service has been engaged to conduct a background check and, if so, attach the relevant report.	
<b>About the proposed engagement with the third party</b>		
11.	Type of goods, services or other engagement the proposed third party is offering and the location in which the services or engagement will be undertaken.	
12.	Explain why the proposed third party is needed (e.g. regional knowledge, business prospects, business contacts, less expensive than hiring a full time employee in the territory).	
13.	Identify prospective customers and indicate if they are governmental or private entities.	
14.	Give details of the proposed transaction with the third party, including total compensation and structure of compensation for the third party, if applicable. Please explain why this compensation is reasonable and justified, taking into account relevant factors including the proposed third party's activities and the local market.	
15.	Indicate whether the proposed third party has received a copy of the <i>Wesfarmers</i> Anti-bribery Policy and has confirmed in writing that it has received and read them.	
16.	Confirm that the proposed third party has agreed to WesCEF's standard anti-bribery contractual terms.	
17.	Term of the agreement and any termination rights for either party.	
18.	Identify the which WesCEF team members who will be responsible for monitoring and maintaining oversight of the agreement with and the work undertaken by the third party.	

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Report to be completed by: **[insert name and title of person recommending the proposed third party]**

**Company Approvals:**

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**[Line manager]**

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**WesCEF Anti-bribery Officer**

## ANNEXURE C: ANTI-BRIBERY CONTRACTUAL CLAUSE

The following outlines Wesfarmers' standard short form anti-bribery clause. The "Contracting Party" is the counterparty to the agreement (i.e. the non-Wesfarmers entity). The clause can be made reciprocal.

### Anti-bribery

The [Contracting Party] must:

- a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the *Criminal Code Act 1995* (Cth) (Australia) (**Relevant Requirements**);
- b) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- c) have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- d) not prepare, approve or execute any contract or other document or make any record in connection with this Agreement that the [Contracting Party] knows, or ought reasonably know, is false, inaccurate or misleading;
- e) promptly report to [Wesfarmers entity] any request or demand for any undue financial or other advantage of any kind received by the [Contracting Party] in connection with the performance of this Agreement which will or may be in breach of the Relevant Requirements; and
- f) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with this Agreement on behalf of the [Contracting Party] or under its supervision or control.<sup>2</sup>

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<sup>2</sup> It has been noted that counterparties at times object to this paragraph as being too onerous in terms of the level of oversight of subcontractors. A possible compromise position is to amend this to read "the [Contracting Party] must ensure that any agreement it has with a party performing services or providing goods in connection with this Agreement contains provisions in the same terms as this clause [X]".