

**Anti-bribery and anti-corruption policy**

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## 1. Policy statement

- 1.1 This policy applies to all parts of Moonpig Group plc (the “Company”) and its subsidiaries (together, “Group”, “Moonpig Group”, “we” and “our”).
- 1.2 It is our policy at the Group to conduct all our business in an honest and ethical manner. We take a **zero-tolerance approach to bribery and corruption**.
- 1.3 We are committed to acting lawfully, ethically, professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.
- 1.4 We will not tolerate behaviour within the Group, by customers or suppliers, or public officials with whom we deal, that is illegal, unethical or breaches human rights. We will not accept or offer bribes or participate in corrupt practices.
- 1.5 The Group will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate (including, for instance, the anti-bribery provisions of the Dutch Criminal Code). However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 1.6 All employees of the Group must be aware of the content of this policy in its entirety. A failure to comply with this policy could result in criminal sanctions for both individual employees and the Group, as your employer.

## 2. About this policy

- 2.1 The purpose of this policy is to:
  - (a) Set out our responsibilities, and of those working for and on our behalf, in observing and upholding our position on bribery and corruption.
  - (b) Provide information and guidance to those working for and on our behalf on how to recognise and deal with bribery and corruption issues.
- 2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer, if we fail to prevent bribery, we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
- 2.3 The Group has identified the particular risks for our business and this includes relations with third parties both current and prospective. To address those risks, we have implemented

this policy and provide annual training on anti-bribery and anti-corruption to all of those working for and on our behalf. We also require third parties (as defined in 2.4 below, excluding customers) to complete a questionnaire to ensure they also have a zero-tolerance approach to bribery and corruption.

2.4 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2.5 This policy does not contain employment conditions or engagement terms, does not form part of your employment contract or terms of engagement for those in the United Kingdom and we may amend it at any time.

### **3. Who must comply with this policy?**

3.1 This policy applies to all persons working for the Group or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

### **4. Who is responsible for the policy?**

4.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

4.2 The Chief Financial Officer is the Board member with responsibility for executive oversight of anti-bribery and anti-corruption.

4.3 The Company Secretary has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries which arise, and auditing internal control systems and procedures to ensure they are effective in countering bribery and corruption.

4.4 The contact details for the Company Secretary are: [company-secretary@moonpig.com](mailto:company-secretary@moonpig.com) and Jayne Powell, Company Secretary, Herbal House, 10 Back Hill, London EC1R 5EN United Kingdom.

4.5 Management at all levels throughout the Group are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and annual training on it.

4.6 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions, and queries should be addressed to the Company Secretary.

## 5. What are bribery and corruption?

5.1 **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

5.2 An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

5.3 A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

5.4 **Corruption** is the abuse of entrusted power or position for private gain. Examples:

- (a) **Offering a bribe:** You offer a potential client tickets to a major sporting event, but only if they agree to do business with us. This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.
- (b) **Receiving a bribe:** A supplier gives your nephew a job but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them. It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.
- (c) **Bribing a foreign official:** You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process, such as clearing our goods through customs. The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

## 6. What you must not do

It is not acceptable for you (or someone on your behalf) to:

- (a) Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
- (b) Give or accept a gift or hospitality during any commercial negotiations or tender process if this could be perceived as intended or likely to influence the outcome.
- (c) Accept a payment, gift or hospitality from a third party that you know, or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return.
- (d) Accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- (e) Offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Legal Team (email to: [notices@moonpig.com](mailto:notices@moonpig.com)).
- (f) Threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy.
- (g) Engage in any other activity that might lead to a breach of this policy.

## 7. Facilitation payments and kickbacks

- 7.1 The Group does not make, and will not accept, facilitation payments or "kickbacks" of any kind.
- 7.2 **Facilitation payments**, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, the Netherlands, Guernsey or the other jurisdictions that we operate in but are common in some other jurisdictions.
- 7.3 **Kickbacks** are typically payments made in return for a business favour or advantage.
- 7.4 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate

to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Legal team.

## **8. Gifts, hospitality, and expenses**

8.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- (a) Establishing or maintaining good business relationships.
- (b) Improving or maintaining our image or reputation.
- (c) Marketing or presenting our products and/or services effectively.

8.2 The giving and accepting of gifts is allowed if the following requirements are met:

- (a) It is reasonable in nature, value and timing.
- (b) It is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits.
- (c) It is given in our name, not in your name.
- (d) It does not include cash or a cash equivalent (such as gift certificates or vouchers).
- (e) It is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas.
- (f) It is given openly, not secretly, and recorded on the Group Gifts & Hospitality Register.
- (g) It does not occur overly frequently between the parties.
- (h) It complies with any applicable local law.

8.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

8.4 Reimbursing a third party's expenses or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery.

However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

- 8.5 The Group appreciates that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

## **9. Political involvement and political expenditure**

- 9.1 The Group prohibits political involvement of any kind on its behalf.

- 9.2 The Group does not incur political expenditure, either in respect of:

- (a) direct political donations; or
- (b) expenditure on any activity (including but not limited to expenditure on the preparation, publication or dissemination of advertising or other promotional or publicity material) that is capable of being reasonably regarded as intended to affect public support for any political party, political organisation or independent election candidate or to influence voters in relation to any national or regional referendum.

## **10. Charitable donations**

The Group only makes charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of both (1) the Group Finance Team and (2) either the Chief Financial Officer or Chief Executive Officer.

## **11. Record-keeping**

- 11.1 The Group must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

- 11.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to approval by the Company Secretary. The Gifts & Hospitality Register can be found in Okta.

- 11.3 The process for approval of gifts and hospitality is as follows:

- (a) If the value of the gift, hospitality or expense does not exceed £19.99 (€22.49) per person – then no further action is required.

- (b) If the value of the gift, hospitality or expense is between £20.00 (€22.50) and £49.99 (€56.49) per person – then it must be recorded on the Group Gifts & Hospitality Register but no prior approval is required.
  - (c) If the value of the gift, hospitality or expense is between £50.00 (€56.50) and £199.99 (€224.49) per person – then prior approval of the Employee or Associated Person's line manager must be obtained **and** the gift, hospitality or expense must be recorded on the Group Gifts & Hospitality Register.
  - (d) If the value of the gift, hospitality or expense is in excess of £200.00 (€224.50) per person – then prior approval of the Company Secretary must be obtained **and** the gift, hospitality or expense must be recorded on the Group Gifts & Hospitality Register.
  - (e) If the cumulative value of gifts, hospitality or expenses over a rolling 12-month period is in excess of £200.00 (€224.50) per person – then prior approval of the Company Secretary must be obtained **and** the gift, hospitality or expense must be recorded on the Group Gifts & Hospitality Register.
- 11.4 Where approval is required, the employee should request approval before the gift or hospitality is given or received. If this is not possible in the circumstances, the employee should seek approval as soon as possible afterwards. If the gift or hospitality is not approved, the employee should return it (or request that it be returned).
- 11.5 This approval process does not apply to small value items (under £20 (€22.50) each) including those items which are primarily distributed as marketing materials e.g. pens, highlighters. The distribution and receiving of such items is expressly permitted, and need not be recorded in the Gifts & Hospitality Register.
- 11.6 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our Travel and Expenses Policy and record the reason for expenditure.
- 11.7 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

## **12. Your responsibilities and guidance on acceptable behaviour**

- 12.1 You must ensure that you read, understand, and comply with this policy.
- 12.2 You must act lawfully and ethically.



- 12.3 You must not tolerate behaviour by colleagues, clients or suppliers, or public officials with whom you deal, that is illegal, unethical or breaches human rights.
- 12.4 You must not accept or offer bribes, or participate in corrupt practices.
- 12.5 You must follow high standards of ethical conduct wherever you are working.
- 12.6 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 12.7 You must notify the Company Secretary or report via the confidential whistleblowing helpline as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in clause 17.
- 12.8 The Group is committed to minimising conflicts of interest. Any situation which involves or may involve a conflict between personal interest and the interest of the Group should be avoided. You should refer to the Group's Code of Conduct for further information on conflicts of interest.

## **13. How to raise a concern**

- 13.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 13.2 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify the Company Secretary or report via the confidential whistleblowing helpline as soon as possible.
- 13.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with the Company Secretary or through the confidential whistleblowing helpline.

## **14. Protection**

- 14.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. The Group aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

14.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Company Secretary immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Policy, which can be found in the People Portal.

## 15. Training and communication

15.1 Training on this policy forms part of the new starter process for all individuals who work for us, and annual training will be provided, as necessary.

15.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

## 16. Breaches of this policy

16.1 Any employee of the Group who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

16.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

## 17. Potential risk scenarios: "red flags"

17.1 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

17.2 If you encounter any of these red flags while working for us, you must report them promptly to the Company Secretary or through the confidential whistleblowing helpline:

- (a) You become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) You learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;

- (c) A third party insists on receiving a commission or fee payment before committing to sign up to a contract with us or carrying out a government function or process for us;
- (d) 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;
- (e) A third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) A third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) A third party requests that a payment is made to "overlook" potential legal violations;
- (i) A third party requests that you provide employment or some other advantage to a friend or relative;
- (j) You receive an invoice from a third party that appears to be non-standard or customised;
- (k) A third party insists on the use of side letters or refuses to put terms agreed in writing;
- (l) You notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) A third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (n) You are offered an unusually generous gift or offered lavish hospitality by a third party.

Approved by the Board of Moonpig Group plc on 22 February 2024