

# McPherson's Limited Anti-Bribery and Anti-Corruption Policy

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# Anti-Bribery and Anti-Corruption Policy

## 1. MESSAGE FROM THE CHIEF EXECUTIVE OFFICER, MCPHERSON'S LIMITED

- (a) McPherson's Limited and its subsidiaries (**McPherson's** or **Company**) is a supplier of some of Australia's well-known essential health, beauty, and wellness products.
- (b) McPherson's is a supplier of some of Australia's well-known essential health, beauty, and wellness products. The Company's portfolio is anchored by five iconic core household brands: 'Manicare', 'Lady Jayne', 'Dr. LeWinn's', 'Swisspers', and 'Fusion Health'. McPherson's strategy is to invest in and grow these brands through the pharmacy, grocery and e-commerce channels. In addition, the Company supplies a supporting portfolio of other popular brands in attractive segments of the market including footwear, haircare, vitamins and supplements, fragrance and nutrition. McPherson's is headquartered in Sydney and is listed on the Australian Securities Exchange.
- (c) McPherson's competes for and wins business on the basis of the quality of its products, customer offerings and the quality of its employees. **As such, McPherson's does not tolerate, permit or engage in bribery, corruption or other illegal or unethical business practices, nor does it tolerate or permit its suppliers or business partners to engage in bribery or other illegal or unethical business practices.** Every McPherson's Associate is responsible for ensuring that our suppliers and business partners know that we do not tolerate bribery or corruption.
- (d) McPherson's strictly prohibits bribery, corruption or any act that can be perceived as bribery or corruption. Bribery and corruption are not only against the Company's values and policies, but they are also crimes. Every McPherson's Associate is responsible for ensuring that the Company conducts business around the world in compliance with all applicable laws, including the Australian Criminal Code Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the international standards embodied in the Organisation for Economic Co-operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (collectively, the **Applicable Anti-Bribery Laws**).
- (e) Under no circumstances will McPherson's condone the offer, promise or payment of anything of value to anyone, including a Public Official, in order to gain an improper business advantage. Any McPherson's Associate who engages in such illegal behaviour will be subject to serious disciplinary action, up to and including termination of employment. Any director who engages in such illegal behaviour will be asked to resign. Any supplier or business partner who engages in such illegal behaviour will have its relationship terminated. All risk possible criminal prosecution.
- (f) This policy applies to all McPherson's Associates, and others to whom this policy applies by written agreement such as suppliers and business partners. This policy will control, even though local law or custom may permit business standards that are less exacting. At times, compliance with this policy and Applicable Anti-Bribery Laws may place McPherson's in a non-competitive position. Nonetheless, compliance is of greater value to McPherson's than any business which may be lost.
- (g) Any McPherson's Associate who is aware that such illegal behaviour relating to the Company may be occurring has a duty to report this activity to their supervisor, to any member of management, or to the Reporting Authority (see below). Failure to report a violation or potential violation may result in severe disciplinary action up to and including termination of employment or engagement.
- (h) A copy of this policy is published on McPherson's website, [www.mcphersons.com.au](http://www.mcphersons.com.au) and is also available to McPherson's Associates on Employment Hero or the

Company's intranet. Specific questions about this policy should be directed to the General Counsel & Company Secretary.

- (i) Thank you for your support in continuing to protect McPherson's reputation and integrity in Australia and around the world.

**Brett Charlton**

Chief Executive Officer & Managing Director  
McPherson's Limited

## 2. SCOPE AND DEFINITIONS

### 2.1 Scope

- (a) This policy and any related procedures supplements the McPherson's Employee Code of Conduct and the McPherson's Ethical and Responsible Business Conduct Policy both published on McPherson's website, [www.mcphersons.com.au](http://www.mcphersons.com.au), and apply to all McPherson's employees, officers, agents, contractors (including sub-contractors) and directors, and others to whom this policy applies by written agreement, such as suppliers and business partners wherever they are located (collectively, **McPherson's Associates**).
- (b) The Board of Directors of McPherson's Limited has approved this policy.

### 2.2 Definitions

For the purposes of this policy:

- (a) **business partners** include, but is not limited to, professional advisors, consultants, financiers, agencies (such as media, public relations and marketing agencies), advertising and marketing service providers and market data providers.
- (b) **Facilitation Payments** are typically small, unofficial payments made to secure or expedite a routine, non-discretionary, government action by a low-level, government official. A Facilitation Payment does not include a payment such as paying an extra prescribed government fee to expedite or 'fast track' a government action (e.g. the payment of an extra 'fast track' or 'priority' prescribed government fee to receive a passport renewal in a faster time than regular processing).
- (c) **Interested Person** includes:
  - (i) a Public Official;
  - (ii) any person or firm doing or seeking to do business with McPherson's, including vendors, suppliers and business partners (collectively "**suppliers and/or business partners**"); or
  - (iii) a financial institution.
- (d) **Public Official** has the meaning set out in Section 5.
- (e) **Reporting Authority** is defined as the Company's General Counsel & Company Secretary, the Company's internal auditor (Grant Thornton ([george.sutton@au.gt.com](mailto:george.sutton@au.gt.com)) or Ambrose Tong ([ambrose.tong@au.gt.com](mailto:ambrose.tong@au.gt.com)), the Chair of the Audit Committee of the McPherson's Board of Directors, currently Helen Thornton ([hthornton@mcpher.com.au](mailto:hthornton@mcpher.com.au)) or the Chair of the Risk & Compliance Committee of the McPherson's Board of Directors, currently Alison Cook ([acook@mcpher.com.au](mailto:acook@mcpher.com.au)).

## 3. POLICY STATEMENT

- (a) A bribe involves offering, promising or giving of anything of value to gain an improper commercial, regulatory, contractual or personal advantage, or to influence a Public Official in the execution of their official duties. It is also illegal to directly or indirectly offer or receive a bribe.
- (b) McPherson's adheres to the requirements of all Applicable Anti-Bribery Laws and the local anti-bribery laws in the countries in which it operates. McPherson's will not, directly or indirectly, violate or attempt to violate the laws or regulations of any country in which it does business or seeks to do business.

- (c) A bribe may be “anything of value” and need not be paid in cash to be illegal. Examples include (but are not limited to):
- (i) an offer or promise to pay or give something of value in the future;
  - (ii) gifts, hospitality or entertainment (such as golf outings, trips, tickets to sporting events, lavish dinners) and includes hospitality provided to spouses, significant others or relatives of suppliers and business partners;
  - (iii) payment or reimbursement of travel expenses;
  - (iv) special pricing arrangements or discounts on products (that are not in the ordinary course of doing business at arms’ length);
  - (v) promises of future business dealings;
  - (vi) charitable donations;
  - (vii) political donations; and
  - (viii) forgiveness of outstanding debt.
- (d) Common business courtesies, if abused, can be construed to be a violation of the Applicable Anti-Bribery laws (for example: non-business travel or hospitality, paying for the travel and hospitality expenses of a spouse or significant other, lavish gifts or meals).
- (e) McPherson’s Associates are prohibited from directly, or indirectly through a third party:
- (i) offering, giving, promising or authorising:
    - (A) the payment of any money; or
    - (B) anything of value; or
    - (C) any advantage to,
  - (ii) any person or entity to:
    - (A) influence the acts or decisions of a person; or
    - (B) induce a person to improperly perform a relevant function or activity; or
    - (C) reward a person for improperly performing a relevant function or activity;
  - (iii) in order to:
    - (A) improperly obtain or retain business; or
    - (B) secure any improper advantage.
- (f) In addition, McPherson’s Associates are prohibited from requesting, agreeing to receive or accepting anything of value from a third party that is offered as a “quid pro quo” (offered for something in return) or where a reasonable person might believe that the acceptance of the gift has influenced the person in the performance of their duties.

- (g) McPherson's Associates are prohibited from threatening or retaliating against another who has refused to violate the Applicable Anti-Bribery Laws or this policy or who has raised concerns under this policy.

#### **Penalties**

- (h) Violations of the Applicable Anti-Bribery Laws may result in severe consequences, including imprisonment for individuals, large civil and criminal fines, disgorgement of profits secured through improper payments, reputational damage, loss of customers and business partners, and a decrease in McPherson's share price.

#### **Bribery "Red Flags"**

- (i) Liability under the Applicable Anti-Bribery Laws may be imposed for "knowing" violations, which includes "wilful blindness" or the failure to follow-up on bribery "red flags." Certain activities and transactions indicate a potential violation of the Applicable Anti-Bribery Laws, and may include, but are not limited to:
  - (i) requests to retain suspicious or unnecessary suppliers;
  - (ii) conducting business in bribery-prone countries;
  - (iii) reimbursement requests for inadequately documented expenses;
  - (iv) suppliers and business partners that refuse to certify compliance with Applicable Anti-Bribery Laws, local anti-bribery laws or this policy;
  - (v) sales to government-owned or sponsored companies;
  - (vi) requests for political or charitable contributions;
  - (vii) a supplier or business partner that refuses to comply with the McPherson's due diligence procedures or complete any supplier or business partner questionnaire;
  - (viii) any known or suspected misrepresentation by a supplier or business partner in connection with the proposed transaction;
  - (ix) use of shell companies;
  - (x) credible rumours regarding the potential supplier's or business partner's integrity;
  - (xi) the supplier or business partner is related to, has a relationship with or interests involving Public Officials;
  - (xii) a supplier or business partner makes a request that a fee or commission be paid in a third-party country, to a third party or in cash; or
  - (xiii) a supplier or business partner makes a request that its representation of McPherson's be kept secret.

#### **4. REPORTING**

- (a) McPherson's is committed to full compliance with all Applicable Anti-Bribery Laws and to ensuring that reports of suspected bribes, corruption or violations of this policy are addressed in a safe and confidential manner.
- (b) McPherson's Associates and others must report suspected bribery, corruption or violation of this policy to a Reporting Authority which can be done by contacting a Reporting Authority directly (see paragraph 2.2(e) above) or by filing a non-

anonymous report at [cossec@mcpher.com.au](mailto:cossec@mcpher.com.au), or by filing an anonymous report to the Company's Whistleblower Hotline (see details below).

- (c) The McPherson's Whistleblower Hotline details are:

**Service Provider:** Your Call  
**Phone:** 1300 790 228  
**Email:** [mcpwhistleblower@yourcall.com.au](mailto:mcpwhistleblower@yourcall.com.au).  
**Online:** [www.yourcall.com.au/report/](http://www.yourcall.com.au/report/)  
**MCP's Organisation ID:** MCP1860.

- (d) The identity of any McPherson's Associate that makes a contact described in paragraph 4(b) will be kept confidential except as required by law or where the McPherson's Associate consents to the disclosure of their identity.
- (e) No McPherson's Associate will suffer demotion, penalty or other adverse employment consequence for making a report or for refusing to pay or accept bribes or engage in other illegal conduct, even if such report or refusal may result in loss of business for McPherson's.
- (f) If confronted with a request or demand for a bribe, the request or demand must be immediately rejected and reported to the applicable Reporting Authority or using the Whistleblower Hotline. Failure to report a violation or potential violation may result in severe disciplinary action, including termination of employment.
- (g) Violations will be dealt with and disclosed appropriately on a case-by-case basis.
- (h) Complaints, concerns and questions about, as well as suggestions for improvements of, the Anti-Bribery and Anti-Corruption Policy by any McPherson's Associate can be made to a Reporting Authority.

## 5. PUBLIC OFFICIALS

- (a) It is illegal to bribe government or Public Officials. Under the Applicable Anti-Bribery Laws, the term **Public Officials** is construed very broadly, and includes, but is not limited to:
- (i) officers or employees of a government, department, agency, instrumentality or member of its armed forces;
  - (ii) any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality;
  - (iii) police officers;
  - (iv) immigration, customs or tax officials;
  - (v) judges or other court employees or officials;
  - (vi) political parties (and their officials);
  - (vii) candidates for political office;
  - (viii) employees of international agencies;
  - (ix) any person acting in an official capacity on behalf of one of these entities;



- (x) employees and officers of companies that are owned in whole or in part by a government (often referred to as state-owned entities).
- (b) A Reporting Authority should be contacted if there is a question as to whether an individual qualifies as a Public Official.

## **6. FACILITATION PAYMENTS**

- (a) McPherson's prohibits all forms of Facilitation Payments. For example, a Facilitation Payment made for the purposes of:
  - (i) obtaining permit or licenses;
  - (ii) processing government papers such as visas or work orders;
  - (iii) providing policy protection, mail services, scheduling inspections; and
  - (iv) providing utilities, such as power or water.
- (b) McPherson's Associates must avoid any activity that might lead to, or suggest, that a Facilitation Payment will be made.
- (c) Facilitation Payments are known to be prevalent in certain countries and industry sectors. Nonetheless, McPherson's Associates are strictly prohibited from making a Facilitation Payment, even if it causes difficulty doing business in some jurisdictions and results in the loss of business. The only limited exception to this is in circumstances where you or supplier or business partner are left with no alternative but to make Personal Safety Payments (described in Section 7, below). If you must make such a payment, it must be accurately described and accounted for in the books and records of McPherson's, reflecting accurately the amount paid, the recipient, the means of payment, and the circumstances under which the payment was made.
- (d) You must report suspicions, concerns and demands for Facilitation Payments to the Whistleblower Hotline or a Reporting Authority and refuse to make such payments. Public Officials who refuse to provide government services without Facilitation Payments should be reported to their supervisors and local enforcement authorities.

## **7. PERSONAL SAFETY PAYMENTS**

- (a) In light of the risks posed to those doing business in some countries (and in recognition that the safety of McPherson's Associates is a top priority), payments are allowed only:
  - (i) to secure critical governmental services (e.g. police protection or a medical evacuation) in response to a medical or safety emergency; or
  - (ii) when there is a reasonable fear of serious harm and no other prudent alternatives are available.
- (b) Only under these or similar circumstances, and only where there is an imminent threat to the health or safety of McPherson's Associate, may a Personal Safety Payment be made without prior approval. If the need for a Personal Safety Payment can be anticipated, or if circumstances permit, a Reporting Authority must be consulted before making any payment.
- (c) Payments made under these circumstances must be reported to a Reporting Authority as soon as possible (but no more than five business days) after the danger has passed and must be accurately described and accounted for in the books and records of McPherson's, reflecting accurately the amount paid, the recipient, the means of payment, and the circumstances under which the payment was made. The

Reporting Authority must investigate and document the circumstances surrounding the Personal Safety Payment.

## **8. TRANSPARENCY**

McPherson's is dedicated to promoting ethical business practices among McPherson's Associates. A copy of this policy is published on McPherson's website, [www.mcphersons.com.au](http://www.mcphersons.com.au) and is also posted on the Employment Hero and/or the Company's intranet, (hard copy available on request from the General Counsel & Company Secretary). This policy will be made available to the Company's suppliers and business partners. The Company will vigorously investigate possible violations of the Anti-Bribery and Anti-Corruption Policy and, when necessary, will cooperate with law enforcement authorities. In accordance with applicable corporate governance principles, the Company will publicly disclose actions we have taken to investigate and address any serious misconduct.

## **9. SUPPLIERS AND BUSINESS PARTNERS**

- (a) In order to protect McPherson's reputation and to ensure the integrity of our commercial relationships, McPherson's will engage the services of suppliers and business partners who are both reputable and qualified and committed to McPherson's values.
- (b) McPherson's may be held liable for the acts of suppliers and business partners if McPherson's knew or should have known of the supplier's or business partner's prohibited actions. Actual knowledge of an unlawful transaction is not necessary to hold McPherson's liable for the actions of suppliers and business partners. Under the Applicable Anti-Bribery Laws, payment of a bribe through a supplier or business partner has the same effect as if paying the bribe directly, exposing McPherson's and individual employees to the same criminal and civil charges as if the improper payments were made directly by McPherson's.
- (c) McPherson's follows an appropriate due diligence process governing the selection, review and retention of suppliers and business partners. Due diligence will be tailored to the circumstances, including more extensive due diligence procedures when warranted (for example, if the agreement is to be performed in a bribery-prone country). Due diligence will also be conducted on an ongoing basis, adopting a risk-based approach. All suppliers and business partners are requested to comply with the Company's Supplier Code of Conduct (or their own similar code, if supplied to the Company) and this policy.
- (d) McPherson's should closely monitor the activities of suppliers and business partners and promptly notify a Reporting Authority of any potential illegal or questionable transactions.
- (e) Our relationships with suppliers and business partners will be governed by the following principles:
  - (i) no Public Official will be engaged as a supplier or business partner to McPherson's;
  - (ii) all suppliers and business partners will be required to comply with the laws and regulations of the countries in which they operate and Applicable Anti-Bribery Laws;
  - (iii) McPherson's will advise its suppliers and business partners that the offer, promise or payment of anything of value to anyone, including any Public Official, in order to gain a business advantage for McPherson's or the supplier or business partner, is illegal and will result in the immediate termination of their relationship with McPherson's;

- (iv) McPherson's will advise our suppliers and business partners that particular caution must be exercised with respect to dealings with Public Officials;
  - (v) McPherson's will provide access to this policy to its suppliers and business partners and they may be required to certify that they have read this policy and agree to be bound by its provisions;
  - (vi) no payments will be made to, and no work for McPherson's will be conducted by a supplier or business partner until they have a written agreement containing representations regarding compliance with the Applicable Anti-Bribery Laws;
  - (vii) McPherson's will require its suppliers and business partners to keep proper, complete and accurate books and records and to cooperate in investigations, audits and similar matters pertaining to our relationship with them, including providing access to relevant records;
  - (viii) McPherson's will immediately terminate its relationship with any supplier or business partner where it is determined that they have violated, or are suspected of having violated, any Applicable Anti-Bribery Laws;
  - (ix) McPherson's will regularly monitor the conduct of its suppliers and business partners. Employees who in good faith believe or suspect that a supplier or business partner is acting contrary to the principles set out in this policy have an affirmative duty to report this to the Reporting Authority;
  - (x) compensation paid to suppliers and business partners will represent an appropriate and justifiable remuneration for legitimate services actually rendered; and
  - (xi) McPherson's will not direct or channel any payment or other benefit through suppliers or business partners that violate the Applicable Anti-Bribery Laws or this policy.
- (f) If, during due diligence procedures or interactions with a supplier or business partner, illegal or improper conduct is suspected, you must contact a Reporting Authority. All potential conflicts or "red flags" relating to suppliers and business partners must be documented and resolved before a supplier or business partner may be retained or, if already retained, progress.

## 10. SUPPLY CHAIN

- (a) McPherson's is committed to:
  - (i) conducting procurement practices in a fair and transparent manner; and
  - (ii) avoiding doing business with suppliers and business partners known or reasonably suspected by us to be paying bribes or engaging in corrupt behaviour.
- (b) McPherson's will regularly monitor the conduct of suppliers and business partners with whom we do business and will terminate our relationship with any supplier or business partner if they violate any Applicable Anti-Bribery Laws.
- (c) McPherson's will undertake appropriate due diligence in evaluating prospective suppliers and business partners to confirm that they are both reputable and qualified to do business with or on behalf of McPherson's and maintain detailed records documenting this process. If McPherson's discovers that one of its suppliers or business partners have violated the law, McPherson's will terminate the business relationship and, where appropriate, notify the relevant law enforcement agency. McPherson's will, on an ongoing basis, audit its supply chain practices, policies and

procedures and take appropriate corrective action if material weaknesses are identified.

## **11. GIFTS AND HOSPITALITY**

- (a) McPherson's Associates, their immediate family members, suppliers or business partners must not offer or accept gifts, hospitality, travel or other benefits to or from an Interested Person where it might improperly affect, or might appear to improperly affect, the outcome of a procurement decision or other business transaction.
- (b) Caution must be exercised with respect to the provision of gifts and hospitality to Public Officials, as they may give the appearance of improper influence, and could be viewed as bribes or other illegal gratuities.
- (c) Gifts or hospitality are never permissible under the following circumstances:
  - (i) gifts of cash or a cash equivalent (such as a gift card);
  - (ii) gifts on a 'quid pro quo' basis (that is, a gift offered on the basis of getting something in return);
  - (iii) gifts or hospitality that are lavish or excessive or may negatively affect McPherson's reputation (even if given to a spouse, significant other, or relative);
  - (iv) gifts or hospitality paid for personally by any McPherson's Associate to avoid McPherson's approval and reporting requirements;
  - (v) per diems, extensions of credit or the forgiveness of debt;
  - (vi) gifts or hospitality that would embarrass the Interested Person or McPherson's if it were publicly disclosed; or
  - (vii) gifts or hospitality to an Interested Person who has direct or indirect decision-making authority over an anticipated or pending decision that will affect McPherson's interests.
- (d) All Gifts and Hospitality that McPherson's Associates provide or accept must always comply with the above principles and will:
  - (i) be reasonable, proportionate and customary under the circumstances;
  - (ii) not be motivated by a desire to influence the recipient inappropriately;
  - (iii) be tasteful and commensurate with generally accepted standards for professional courtesy in the country in which the recipient is located;
  - (iv) be provided openly and transparently;
  - (v) be given in good faith and without expectation of reciprocity;
  - (vi) be accurately described and recorded in the books and records of McPherson's, including the specific reason for the expenditure;
  - (vii) comply with local laws and regulations;
  - (viii) comply with the Interested Person's policy on gifts and hospitality;
  - (ix) be provided in connection with a bona fide and legitimate business purpose;

- (x) in the case of travel and lodging expenses shall be paid directly to suppliers (hotels, travel agencies, airlines, etc);
  - (xi) in the case of promotional activities be reasonable, bona fide, and directly related to the demonstration, promotion, or explanation of McPherson's products or for the execution or performance of a McPherson's contract. Examples of promotional activities include (but are not limited to) sponsorships of sporting activities (such as golf outings, local little league or soccer teams, conferences, trade shows, etc.); and
  - (xii) not be provided to any Interested Person or group of Interested Persons with such regularity or frequency as to create an appearance of impropriety or undermine the purpose of this policy.
- (e) All Gifts and Hospitality extended by McPherson's Associates to Interested Persons, regardless of the value of the Gift or Hospitality, shall be accurately reflected in the books, records and accounts of McPherson's.
  - (f) All McPherson's Associates must declare and keep a written record of all Gifts or Hospitality offered or accepted.
  - (g) Our suppliers and business partners will be advised of our Gifts and Hospitality Procedures and shall be required to comply with our standards.

## **12. MERGERS & ACQUISITIONS**

- (a) McPherson's may be liable for any past violations of the Applicable Anti-Bribery Laws committed by an entity that McPherson's merges with or acquires. Accordingly, when considering engaging in a merger or acquisition, McPherson's shall conduct appropriate, risk-based anti-bribery and anti-corruption due diligence on all prospective targets prior to entering into contractual arrangements to ensure the target's compliance with the Applicable Anti-Bribery Laws.
- (b) If McPherson's acquires or merges with an entity, McPherson's shall:
  - (i) conduct an anti-bribery audit of the acquired or merged entity as quickly as possible;
  - (ii) ensure that this policy is adopted and implemented by the acquired or merged entity as quickly as practicable;
  - (iii) promptly train the acquired or merged entity's officers, directors, employees and suppliers and business partners on the Applicable Anti-Corruption Laws and the related McPherson's policies and procedures; and
  - (iv) include the acquired or merged entity in McPherson's internal auditing schedule.

## **13. POLITICAL CONTRIBUTIONS**

- (a) McPherson's, or any person acting on its behalf, will not, directly or indirectly, make contributions to political parties, party officials or candidates for elected office, or organisations or individuals engaged in politics, for the personal, financial, or political benefit of a Public Official or for any other improper or illegal purpose. All political contributions must be:
  - (i) supported by a legitimate, detailed and contemporaneous receipt from the recipient that fully and accurately describes the contribution;
  - (ii) pre-approved in writing by the Reporting Authority;

- (iii) made transparently, and recorded accurately in the books and records of McPherson's, and
  - (iv) made in compliance with all applicable laws, this policy and associated procedures.
- (b) McPherson's Associates are prohibited from making political contributions to political parties or candidates in foreign countries even if the contribution is legal under the laws of the foreign country.
- (c) Under no circumstances shall an McPherson's Associate make a political contribution in cash, or to a person or organisation that has any connection to a government contract decision-maker or any other Public Official (or their agent or spouse) capable of providing McPherson's with any unfair competitive advantage or influencing a regulatory approval.

#### **14. CHARITABLE CONTRIBUTIONS**

- (a) Charitable contributions and sponsorships shall not be made by or on behalf of McPherson's for the personal, financial, or political benefit of Public Official or for any other improper or illegal purpose. Any such contribution must be legal and ethical under local laws and practices.
- (b) Charitable contributions or donations to charitable organisations made by or on behalf of McPherson's must:
  - (i) comply with the applicable Company procedures;
  - (ii) be expressly approved by the Reporting Authority;
  - (iii) be supported by a legitimate, detailed and contemporaneous receipt from the recipient that fully and accurately describes the contribution;
  - (iv) be pre-approved by the Reporting Authority; and
  - (v) be made transparently and recorded accurately in the books and records of McPherson's.
- (c) Under no circumstances shall a McPherson's Associate make a charitable contribution:
  - (i) in cash;
  - (ii) to a person or organisation that has any connection to a government contract decision-maker or any other Public Official (or their agent or spouse) capable of providing McPherson's with any unfair competitive advantage or influencing a regulatory approval;
  - (iii) to a charity that has been suggested or referred by a government contract decision-maker or other Public Official; or
  - (iv) to an organisation that cannot demonstrate that it is a legitimate organisation (for instance by providing a government charity licence, registration, or other evidence of its charitable status).

#### **15. ORGANISATIONAL COMPLIANCE STRUCTURE**

- (a) The Reporting Authority is responsible for ensuring that all McPherson's Associates are fully informed as to the prohibitions of the Applicable Anti-Bribery Laws and the requirements of this policy. In addition, the Reporting Authority shall be responsible

for maintaining effective internal controls and ensuring compliance with this policy by all McPherson's Associates.

- (b) The McPherson's Board of Directors is responsible for monitoring the implementation, continued relevance and effectiveness of this policy.
- (c) All levels of McPherson's management are responsible for ensuring that those reporting to them are made aware of and understand this policy and attend regular training on how to comply with it.
- (d) All questions regarding this policy and related procedures should be directed to any member of management or to the Reporting Authority.

## **16. TRAINING**

All McPherson's Associates must complete all anti-bribery compliance training at the start of their appointment to or employment with McPherson's and regularly thereafter, as required. Every McPherson's Associate must certify, when requested to do so, that they have completed their anti-bribery compliance training.

## **17. AUDITING, ACCOUNTING AND INTERNAL CONTROLS**

- (a) McPherson's maintains books and records that accurately and fairly document all financial transactions and disposition of assets. This requirement is applicable to all original documents including invoices, receipts and expense reports. All transactions, regardless of their monetary value, must be accurately recorded. All accounts, invoices, memoranda and other documents and records relating to dealings with suppliers and business partners must be prepared and maintained with strict accuracy. No accounts will be kept "off-the-books" to conceal or facilitate improper payments.
- (b) If any McPherson's Associate knows or reasonably believes that a payment has been or will be recorded improperly or in any manner that conceals, distorts or otherwise misrepresents the true and accurate nature of the transaction, the McPherson's Associate must immediately report this to the Reporting Authority. Failure to do so may result in severe disciplinary action which may result in the termination of employment and/or the business relationship.
- (c) McPherson's has implemented and will maintain an effective system of internal controls, including financial and organisational checks and balances, over our accounting and recordkeeping practices and other business processes related to this policy. McPherson's internal controls provide reasonable assurance that:
  - (i) all transactions are authorised in accordance with McPherson's management's specific authorisation;
  - (ii) all transactions are recorded in a manner that allows the proper preparation of financial statements and maintains accountability for assets;
  - (iii) access to assets is limited and permitted only with the appropriate authorisation; and
  - (iv) existing assets are compared with recorded accountability, and appropriate action is taken with respect to any differences.
- (d) McPherson's will subject the system of internal controls, in particular accounting and recordkeeping practices, to ongoing review and audit in order to evaluate its design and effectiveness. McPherson's will take corrective action as needed.

**18. MONITORING AND TESTING**

- (a) McPherson's is committed to the continuous improvement of its anti-bribery and anti-corruption compliance efforts. It is critical that compliance risk is assessed on an ongoing basis within each business area that mitigation plans are properly established, and appropriate systems of internal controls are in place.
- (b) McPherson's will monitor and conduct ongoing testing and review of this policy and related procedures to assess their suitability, adequacy and effectiveness in countering bribery and corruption.

**19. DOCUMENT CONTROL**

| Version | Description       | Date         |
|---------|-------------------|--------------|
| 1       | Original Document | October 2024 |
| 2       | Annual Review     | October 2025 |
|         |                   |              |
|         |                   |              |