COLORMINIUM
LONDON

Bribery Policy

1. Overview

1.1. This policy, in line with the Bribery Act 2010, outlines the responsibilities of the Company (and everyone who works for us) to adhere to the high standards we have set for conducting our business affairs. You will find specific guidance in this policy on recognising and addressing bribery and corruption, whether in the UK or overseas.

1.2. The policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers, and anyone else under our control.

1.3. If you are an employee, this policy does not form part of your contract of employment, and it can be amended at any time.

2. Our commitment and your obligations

2.1. As a Company, we are committed to absolute integrity and fairness across all our operations and accordingly will not tolerate any activities involving bribery or corruption.

2.2. If you are employed or engaged by the Company, or in any other way under our control, you are obliged to take responsibility for preventing, detecting, and reporting anything you believe amounts, or could amount, to bribery or corruption.

2.3. You must report any conduct or activity that you suspect amounts to bribery or corruption to your manager or a Company director. Please consult our policy on whistleblowing for further information about raising concerns. Any report will be taken extremely seriously.

2.4. You can be confident that the Company will never penalise anyone who refuses to become involved in bribery or corruption or who flags up their concerns to us in good faith. Should you suffer any retributive treatment in this context, you must talk to your manager. You can raise the matter formally under our Grievance Policy if you are not satisfied that it has been resolved informally.

2.5. You must not threaten or penalise anyone who refuses to become involved in bribery or corruption.

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2.6. Any breach of this policy may result in disciplinary action up to and including dismissal for gross misconduct. You may also be committing a criminal offence.

3. What is bribery?

3.1. We define bribery as a reward or inducement for acting improperly, illegally or unethically to gain an advantage, whether personal, commercial, or regulatory. You do not need to have given or received the reward or inducement for this process to amount to bribery.

3.2. A bribe does not need to involve the promise, or actual payment, of money — offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

3.3. You may face up to 10 years' imprisonment for offering, promising, giving, asking for, or accepting a bribe as this is a criminal offence. We may as a Company also face sanctions if we fail to stop bribery taking place. This can include an unlimited fine and being excluded from public contract tenders.

3.4. This list includes the most common actions we consider to be bribery, but it is not exhaustive. You must not become involved in any of them or allow anyone else to become involved on your behalf. They are:

- promising, offering or giving money, hospitality or gifts in the expectation that you will receive a business advantage or because you have already done so;
- accepting or giving hospitality or gifts during commercial negotiations of any kind, including tender processes, if there is any doubt about whether doing so could have an impact on the outcome;
- accepting money, gifts or hospitality from anyone you suspect is seeking a business advantage in return;
- accepting hospitality that is excessively extravagant for the context in which it is offered;
- offering gifts to government or other officials, political parties, and individual politicians;
- receiving gifts from government or other officials, political parties, and individual politicians;
- offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process;
- retaliating against or threatening anyone who refuses to bribe a third party;

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- retaliating against or threatening anyone who raises concerns under the policy; and
- taking part in any other activity or process that might otherwise breach this policy.

4. What is corruption?

4.1. We define corruption as the abuse of power, authority, or position in return for some personal advantage.

5. What is allowed?

5.1. Offering or receiving hospitality and entertainment from third parties is allowed under this policy if it is appropriate and reasonable in the circumstances and the purpose is to:

5.1.1. build or maintain business relationships;
5.1.2. enhance or maintain the Company's reputation; or
5.1.3. help market the Company's products and services more effectively.

5.2. You may only give and/or accept gifts if you observe the following conditions. This includes Charitable donations:

- you have your manager's and/or HR prior approval in every case;
- you are not giving or receiving the gift to try and influence a business decision;
- you are not giving or receiving the gift as a reward for new business or to retain existing business;
- you are not giving or receiving the gift in return for any other benefits or favours;
- you are giving the gift on behalf of the Company and not in your own name;
- you are not giving cash or any kind of cash equivalent, such as vouchers;
- your gift is appropriate for the context — e.g., a small gift offered at Christmas;
- your gift is not given in secret; and
- your action complies with local laws.

5.3. It is generally acceptable to give or receive low-value business-related gifts, eg. branded umbrellas.

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5.4. You can reimburse a third party for business-related expenses — the costs of attending a meeting, for example — and you can also accept a third party's offer to pay your expenses. Although this does not normally constitute bribery, any payment made or received that exceeds reasonable or genuine business expenses is not acceptable. An example would be payment for an extended stay in a hotel, before or after business had been concluded.

6. What are kickbacks and facilitation payments?

6.1. The Company never makes or receives kickbacks or facilitation payments as defined below.

6.2. We define kickbacks as payments made in return for a business advantage or favour.

6.3. We define facilitation payments as unofficial payments, usually small, made to speed up or smooth out a routine process or activity. They are sometimes described as 'back-handers', and recipients typically include government or other officials.

6.4. You must avoid being put in a position where you might be asked to make or accept a kickback or facilitation payment on the Company's behalf. You must also avoid being put in a position from where it could be inferred that such a payment was available.

6.5. If anyone asks you to make a payment on behalf of the Company, you must consider carefully whether what is being asked for is in proportion to the goods or services involved. Always ask for a receipt, and if you have any concerns, you must discuss them with your manager without delay.

7. Keeping records

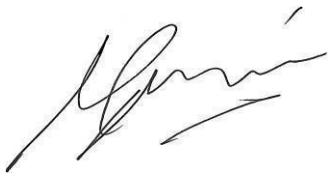
7.1. You must keep written records of any gifts with a value more than £100 or hospitality with a value more than £500 that you have given or received, and declare these. All associated expenses claims must give full details of the reason for the expenditure and be submitted to the Company using the process laid out in our expenses policy.

7.2. Invoices and other records relating to third-party dealings, including those with customers and suppliers, must be accurate and complete. You must never maintain 'off book' accounts to conceal or facilitate payments of any kind.

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05/05/2026
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Managing Director



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