



Anti-Bribery and Corruption Policy

Paragon Care Limited

ACN 064 551 426

1. Introduction

- 1.1 Paragon Care Limited and its subsidiary companies (collectively referred to as the “**Company**” or “**PGC**”), is committed to maintaining high standards of integrity and accountability in conducting their business activities with the highest standards of conduct, ethical behaviour, integrity, with all applicable laws apply to it, including anti-bribery and corruption laws.
- 1.2 The objective of the Anti-bribery and Corruption Policy (the “**Policy**”) is to ensure that the employees and officers of the Company or any other person as specified by the Company from time to time:
- (a) not give or accept gifts and/or benefits that will compromise or appear to compromise, their integrity and objectivity in performing their duties;
 - (b) not give or accept gifts and/or benefits that cause, or appear to cause a conflict of interest;
 - (c) not give or receive payment of a secret commission to a person in a fiduciary position;
 - (d) be educated on what gifts and benefits are acceptable and unacceptable; and
 - (e) promote investor confidence in the integrity of the Company and its securities.
- 1.3 This Policy also sets out the process to follow if there are concerns that any employee of the Company is found not complying with or has not complied with this Policy.
- 1.4 Any and all material or suspected breaches of this Policy must be immediately reported to the Company's board of directors (the “**Board**”) or to the Audit and Risk Committee upon identification.

2. Application

- 2.1 The Policy applies to the person(s) listed below, but not be limited to:
- (a) all Company employees, officers, directors, associates, contractors, and consultants (“**Company Personnel**”);
 - (b) any individual or entity, including any personnel working for such individual or entity, engaged to act on behalf of the Company (with authority to bind the Company into contractual relationships with other parties) and/ or any individual or entity representing the Company (having the authority to describe itself as the Company representative in dealing with other parties) (“**Agents and Representatives**”);
 - (c) any of the Company subsidiaries and their respective personnel; and
 - (d) any other person(s) as specified by the Company from time to time.

3. Compliance with Law

- 3.1 As stated in the Company’s Code of Conduct, all Company Personnel must comply with all applicable laws, regulations and rules.
- 3.2 All persons subject to this Policy are required also to comply with all local laws in the jurisdictions where they are conducting business, and in the case of any proposed payment or transaction shall (following consultation with the responsible officers of the relevant business unit) take advice from qualified local counsel to assure that such payments or transactions also comply with all applicable local laws.

4. Persons responsible for implementation of this Policy

- 4.1 The Company's Board of Directors has appointed the Chief Executive Officer ("CEO") to oversee this Policy.
- 4.2 The CEO shall be responsible for:
- (a) establishing and maintaining the practices and procedures necessary to implement this Policy and prevent any violation of its provisions; and
 - (b) disseminating this Policy to Company Personnel; and
 - (c) Prohibited Activity.
- 4.3 Bribery and corruption of any form are strictly prohibited by the Company.
- 4.4 The Company Personnel and Agents or Representatives should be aware of the following in regards to bribery and corruption:
- (a) bribery is not limited to the public sector; it can also occur in the private sector;
 - (b) bribery includes bribes made directly or indirectly (through an intermediary);
 - (c) a bribe offered does not have to be accepted for an offence to be committed;
 - (d) a bribe may be monetary or non-monetary in value;
 - (e) to offer, promise, give or authorise an advantage to a third party, either directly or indirectly, for an improper purpose or improper performance in circumstances that might reasonably be viewed as creating the appearance of impropriety may be considered bribery or corruption;
 - (f) to accept, receive, solicit, or authorise an advantage from a third party, either directly or indirectly, for an improper purpose or improper performance in circumstances that might reasonably be viewed as creating the appearance of impropriety may be considered bribery or corruption.
- 4.5 The Company Personnel and Agents or Representatives shall not, either directly or indirectly through an agent:
- (a) authorise, offer or pay anything of value to any foreign public official, political party or to influence or cause another person to influence any act or decision of the foreign official or entity in order to obtain or retain an advantage in the course of business;
 - (b) demand, solicit or accept an improper payment; or
 - (c) falsify books and records;
 - (d) misappropriate funds, securities, supplies, or other assets;
 - (e) improperly handle money or report financial transactions;
 - (f) improperly disclose to other persons regarding the activities engaged in, or contemplated by, the Company;
 - (g) improperly destroy or alter records; and
 - (h) make a facilitation payment of any amount, even if the payment is a generally accepted practice in that particular country explained (except if the payment is made in the rare circumstance of duress, where strict rules apply).

5. Legal Payments

- 5.1 As a general rule, payments to foreign public officials that would otherwise be prohibited are permitted only if:
- (a) they are lawful under the written laws of the foreign official's country; or
 - (b) subject to the written laws of the foreign official's country, they are made as a reasonable and bona fide expenditure directly related to either promotional activities or the execution or performance of a contract with a foreign government; or
 - (c) subject to the written laws of the foreign official's country, they are payments made to expedite or secure the performance of routine governmental action.
- 5.2 Proper guidance should be sought from the Company's Senior Management, and if necessary, appropriate external legal counsel in the relevant jurisdiction, and the process documented, before determining the legality of a proposed payment.

6. Caution in dealing with Agents or Representatives

- 6.1 To ensure compliance with the applicable laws on foreign corrupt practices, the Company must exercise caution in dealing with Agents. The Company may be liable for the actions of its Agents or Representatives, and this risk can be substantial in countries where illicit payments are prevalent. The Company should be consistent in its implementation of the due diligence process.

7. Due Diligence

- 7.1 Prior to the Company retaining an Agent or Representatives, Company Personnel hiring the Agent or Representatives should make his or her best efforts to research the reputation, background, and past performance of the prospective Agent or Representatives in as many of the following areas as is practicable in the context of the nature and materiality of the proposed contract and report back to the CEO for authorisation:
- (a) **Management Information:** Identify the directors, officers and other members of management of the proposed Agent, where applicable and determine if any of them are public officials;
 - (b) **Ownership Information:** Identify the stockholders, partners or other principals of the proposed Agent or Representatives, where applicable and determine if any of them are public officials;
 - (c) **Affiliations:** Identify the business and government affiliations of the proposed Agent or Representatives its, his or her family and close associates;
 - (d) **Reputation:** Obtain information concerning the reputation of the Agent or Representatives particularly with respect to a history or demonstrated tendency to make prohibited payments;
 - (e) **References:** Obtain character and financial reference checks on the proposed Agent or Representatives;
 - (f) **Local Law:** Confirm that the relationship with the Agent or Representatives and the performance by the Agent of the services required in the contract are consistent with local law;
 - (g) **Compensation:** Confirm that the level of compensation is reasonable, given the

experience of the Agent or Representatives, the country where services are to be performed, the expected results and the amount and difficulty of work to be performed; and

- (h) **Employee Certification:** The employee of the Company who is proposing retention of the Agent or Representatives should confirm who introduced the Agent or Representatives to the Company and explain why the Agent or Representatives was selected. The Company Personnel of the Company and his or her supervisor should certify that the Agent or Representatives has been personally interviewed and that there is no reason to believe that the Agent or Representatives has violated this Policy or will violate this Policy regarding future activities on behalf of the Company.

8. Contracting with Agents

8.1 After having obtained the approval of the CEO, under his or her supervision, the Company should seek to retain an Agent using a written agreement that contains as many of the following provisions as is practicable in the context of the nature and materiality of the proposed contract:

- (a) the Agent shall acknowledge that it, he or she understands the provisions of this Policy and agrees to comply with its terms and applicable laws;
- (b) the Agent shall acknowledge that the contents of the agreement may be disclosed by the Company to third parties including government agencies;
- (c) the Agent shall provide representations and warranties that neither it, nor any of its owners, directors, officers, principals or key employees are public officials and that it will promptly inform the Company of any changes in that regard;
- (d) the Company expressly states that its choice of Agent was made after considering factors that support a belief that the applicable law and this Policy would not be violated;
- (e) assignment of the entire agreement or any rights, duties or obligations under the agreement by the Agent is prohibited without the Company's prior written consent;
- (f) payment should be by cheque or bank draft made out in the Agent's name or by wire transfer to a bank account that is registered in the name of the Agent, and located in the country in which the Agent performed the services unless there is an acceptable explanation for other arrangements;
- (g) travel, entertainment and other miscellaneous expenses should not be incurred by the Agent without the Company's prior written approval, and all requests for reimbursement should be supported by documentation reasonably acceptable to the Company. Detailed records of all approved expenses should be kept;
- (h) to the extent permitted by law, the agreement should provide for automatic termination without compensation in the event an Agent has made, attempted to make, makes, attempts to make, or proposes to make, a prohibited payment; and
- (i) the Company has the right to audit the Agent's compliance with the agreement, including the expenses and invoices of the Agent.

9. Managing Agents or Representatives

- 9.1 The Company should take measures reasonably within its power to ensure that:
- (a) any payment made to any Agent or Representatives represents no more than the amount outlined in the written agreement with the Agent and is an appropriate remuneration for legitimate services rendered by such Agent;
 - (b) no part of any such payment is passed on by the Agent or Representatives as a prohibited payment or otherwise in contravention of applicable law or this Policy;
 - (c) the activities of the Agent are monitored to ensure that there is no breach of applicable law or this Policy.

10. Foreign Joint Venture Partners

- 10.1 Prior to entering into any joint venture, the Company should conduct due diligence regarding the prospective partner(s) equivalent to that required for retaining an Agent or Representatives. When appropriate, the Company should attempt to obtain equivalent written representations and warranties from the partner as is required of Agents or Representatives. Commercially reasonable efforts should be used by the Company and employees of the Company to ensure that the principles set out in this Policy are incorporated into all international joint venture agreements (such as joint operating agreements).

11. Gifts and Entertainment

- 11.1 Gifts and Hospitality made in good faith, including promotional and other business expenditure, which seeks to develop business relationships are an important aspect of the Company's business.
- 11.2 The offer and acceptance of Gifts and Entertainment must at all times be in compliance with the policies of the recipient's employer and with the Company's **Code of Conduct**.
- 11.3 The Company Personnel and Agent or Representatives shall not, either directly or through an intermediary, offer or provide gifts, hospitality or reimbursement of travel or other expenses to a public official, except with the prior approval of the CEO.
- 11.4 Unless otherwise agreed by the CEO, the Company Personnel and Agent or Representatives may, with the prior approval of the CEO, pay or reimburse reasonable meal expenses incurred in good faith by or on behalf of a public official related to the promotion, demonstration, or explanation of products or services of the Company or the execution or performance of a contract between the Company and the public official's government or agency thereof.
- 11.5 The CEO is responsible for ensuring that any gift, hospitality and/or reimbursement of travel or other expenses ultimately provided to a public official is fully and accurately recorded in the Company's records and is compliant with this Policy.
- 11.6 Company Personnel must be cautious when giving or receiving Gifts and Entertainment, and must only do so in circumstances where it is:
- (a) for a genuine purpose and given in the ordinary course of business;
 - (b) reasonably proportionate and of a casual and occasional nature;
 - (c) incidental to and for the express purpose of furthering a proper and professional relationship;
 - (d) not for an Improper Purpose or Improper Performance;

- (e) does not place the recipient under any obligation;
 - (f) expectations are not created by the giver or an associate of the giver or have a higher importance attached to it by the giver than the recipient would place on such transaction;
 - (g) not made secretly without documentation;
 - (h) where its nature is appropriate to the relationship;
 - (i) it is on 'arm's length' basis with no special favours and no special arrangements; and
 - (j) it complies with all applicable laws.
- 11.7 Company Personnel involved in a tender process or bid discussion, including when a decision is pending, must not offer, promise, give, accept or receive any Gifts and Entertainment to/from any Third Party that is also involved in the tender/bid (whether the Company is issuing or responding to the tender/bid).
- 11.8 Company Personnel must obtain approval from the CEO **before accepting** any Gift or Entertainment, where it is reasonably foreseeable that the Gift or Entertainment will exceed AU\$1,000 per person in value.
- 11.9 A declaration must be made in the Gifts and Entertainment Register (the “**Gift Register**”) for all offer or acceptance of Gifts and Hospitality exceeding AU\$1,000. The entry must:
- (a) include the value (or approximate value) of the Gift or Entertainment and whether the gift or invitation to participate in hospitality was accepted or declined;
 - (b) must be accurate and must not distort or disguise the true nature of the entry; and
 - (c) must not be broken down into parts to reflect less than AU\$1,000 in value.

12. Political Donations

- 12.1 Political donations refer to contributions of anything of value to support a political goal - including donations made to persons/organizations which are close to political parties or other political institutions. These donations present particularly high risks for bribery and corruption, and are illegal in many countries.
- 12.2 Consequently, particular care should be taken in assessing requests for funding from organisations which may themselves provide funding to political parties, including trade unions and 'think tanks'.

13. Charitable Donations

- 13.1 Charitable donations may often be made for reasons of a personal interest and used to disguise bribes and corrupt payments.
- 13.2 Consequently, such donations on behalf of the Company are not permitted, unless they are to established charities with recognised charitable aims and formally approved by the CEO.
- 13.3 Donations on behalf of the CEO must be approved by the Board.

14. Sponsorships

- 14.1 Commercial sponsorship occurs when a company enters into a contractual agreement with a Third Party, under which the Company makes payments in return for the opportunity to advertise its products/services through logos, promotional flyers or advertisements.

Commercial sponsorship agreements are a relatively high-risk area, particularly where they are agreed in countries which have a poor record of preventing corruption.

- 14.2 Consequently, it is prohibited to enter into any such sponsorship agreements, or make any sponsorship payments, on behalf of the Company - unless formally approved by the CEO. Any such agreements would be formally documented; subject to appropriate due diligence; and provide specific advertising opportunities and commercial benefits for the Company.

15. Facilitation Payments

- 15.1 Facilitation payments are usually customary, unofficial small payments made to secure or speed up routine actions - these actions (which are often undertaken by public officials) may include issuing permits, licenses, consents or immigration visas, or for releasing goods held in customs.
- 15.2 Facilitation payments of any amount (no matter how small) on behalf of the Company are strictly prohibited, even if such payment is a generally accepted practice in a particular country.
- 15.3 These types of payment must never be made to influence another person in carrying out their business duties (especially where a public official is not permitted or required, by written law, to be influenced by the payment), or to obtain/retain any business or business advantage. Facilitation payments are only permitted if made in the rare circumstance of duress, where you genuinely fear for your safety (loss of life, limb or liberty), where strict rules apply (refer to section 17).
- 15.4 The giving or receiving of secret commissions is prohibited. Secret commissions typically arise where a person or entity (such as a Company Personnel) offers or gives a commission to an agent or representative of another person, which 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.

16. Solicitation extortion and personal safety payments

- 16.1 The following guidance should assist Company Personnel to deal with a situation in which they are faced with having to offer an inappropriate payment (or reward), in order to facilitate a business activity or transaction.
- (a) the payment/reward should be immediately refused, politely but firmly. It is important that Company Personnel make it clear to the person making the demand that, if Company Personnel made such a payment, it may mean that Company Personnel, the Company, and possibly the official's organization, may be committing an offence under Australian or other local law;
 - (b) if the suggestion or demand for payment continues, Company Personnel should ask for official documentary proof that the payment is payable. If such proof cannot be supplied (as evidence of the validity of the payment), Company Personnel should again politely refuse, and ask to speak to a more senior official;
 - (c) if it appears that the payment genuinely cannot be avoided (for example, if Company Personnel are under duress and genuinely fear for your safety - loss of life, limb or liberty), you should contact the CEO for immediate guidance;
 - (d) if Company Personnel are unable to contact the CEO, or if it is determined that the Company Personnel have no option but to pay, the Company Personnel should make the payment. However, Company Personnel must also endeavour to obtain some

evidence of the transaction and immediately report it to the CEO. Company Personnel should also document when, where, how and to whom the payment was made, including the names of any other senior officials involved or mentioned;

- (e) if any such situation ever occurs, Company Personnel must report it to the CEO, as soon as practically possible. A full account of the incident should be provided, including details of the location, and the names of the involved company/official. Company Personnel must record the amount of the payment; the purpose of the payment and the reasons why the payment was genuinely unavoidable;
- (f) the CEO must ensure that the incident is promptly followed up with the relevant receiving company/authority, to ensure that the payment can be properly investigated and documented/evidenced. The CEO should determine whether any further action needs to be taken, to ensure that a similar incident is not repeated, and ensure that such action is documented on file;
- (g) If the receiving company/authority refuses to take adequate action to investigate the incident, it must be promptly reported to the relevant country manager. A full account of the incident must be provided in writing, and this must be retained on file
- (h) the CEO will promptly report the incident to the Board so that the need for further action can be determined.

17. Consequences of Non-Compliance

- 17.1 Non-Compliance with any Applicable Laws can have serious consequences for the Company, and the individuals involved.
- 17.2 If the Company is found to be liable for a contravention of any Applicable Laws it could face significant fines or penalties, be excluded from tendering for public contracts, and there is a real risk that individuals involved may also be subject to imprisonment.
- 17.3 The impacts of non-compliance with the Applicable Laws or any other bribery or corruption offences extends beyond the civil and criminal penalties to include:
 - (a) impacting on the Company's reputation and the Company's ability to procure and retain business and/or clients;
 - (b) impacting on the Company's ability to do business with government or public international organisations which may require a declaration that the Company has complied, and will comply, with certain laws;
 - (c) increased regulatory scrutiny and prosecution of the Company and/or its subsidiaries; and
 - (d) potential breach of certain established contractual provisions relating to compliance with applicable anti-bribery and anti-corruption laws, which may trigger termination rights, penalties and/or litigation.

18. Record keeping

- 18.1 The Company must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to Third Parties.
- 18.2 Company Personnel must declare and enter all Gifts and Hospitality in the Gift Register.
- 18.3 Company Personnel must ensure that all expenses and claims relating to Gifts and Entertainment, or expenses incurred to Third Parties are submitted in accordance with the

Company's expenses procedure and specifically record the reason for the expenditure.

- 18.4 All accounts, invoices, memoranda and other documents and records relating to the dealings with Third Parties should be prepared with and maintained with strict honesty, accuracy and completeness. No accounts can be kept 'off-book' to facilitate or conceal and Advantage for and Improper Purpose or Improper Performance.

19. Monitoring and review

- 19.1 The Gift Register is subject to the CFO's review and independent review.
- 19.2 The review will enable the identification and management of any potential risks or abuse, e.g., if a Third Party is presenting a significant number of gifts to various / a particular employee or if the Third Party is offering frequent and substantial Gifts and Entertainment to Company Personnel , e.g. dinners, seats at sporting events, access to corporate boxes at sporting or cultural venues, upgrades on flights, theatre tickets etc.
- 19.3 The regular audits and reviews will provide the management and the Board assurance that they are effective in countering bribery and corruption. Any findings/ risks will be reported to the Board.

20. Training awareness

- 20.1 All Company Personnel will be provided a copy of the Policy as part of the employee onboarding exercise and as and when there has been a change to this Policy. Company Personnel will need to acknowledge that they have read and understood the Policy in any form or manner as required by the Company.
- 20.2 All Company Personnel will also undergo an annual training on the Policy's requirements, including how to recognise and deal with bribery and corruption and the records of attendance will be maintained by the Company.

21. Violation Reporting

- 21.1 All Company Personnel and Agents or Representatives are encouraged to report any deviations from the Policy or violations of applicable law. Any Company Personnel or other person may submit a complaint or concern regarding the matters covered by the Policy to the CEO. The Company will not discharge, demote, suspend, threaten, harass or in any manner discriminate against any party based upon any lawful action of such party with respect to good faith reporting of concerns regarding compliance with this policy.

22. Fundamental Principle

- 22.1 It is a fundamental principle of this Policy that discretionary decisions relating to payments to foreign officials should not be made "in the field", but rather, should be referred to the Company's CEO who will make such decisions with advice from corporate counsel if necessary.

23. Additional Guidance

- 23.1 This Policy deals with a complex subject and seeking guidance when required is an integral part of ensuring compliance. All questions, concerns and enquiries should be directed to the CEO.

24. Review of this Policy

- 24.1 The CEO will review this Policy every two years or as often as he or she considers necessary.
- 24.2 Any amendment to this Policy must be approved by the Board.

25. Approved and Adopted

- 25.1 This Policy was approved and adopted by the Board on 30 April 2025.

26. Acronyms/Defined Terms

Acronym	Defined Terms
Advantage	can take the form of gifts, loans, fees, rewards or other advantages. It may include but is not limited to, for example: artwork, business, employment or investment opportunities (including jobs or internships for relatives), cash and cash equivalents in any amount (such as gift cards or shop Improper Performance ping vouchers), commissions, kickbacks, rebates, loans or other compensation, contractual rights or interest, discounts or credit, electronics, equipment, ex gratia payments and gratuities, hampers and alcohol, home/property improvements, in-kind services, jewellery, meals, entertainment, travel, accommodation and other hospitality (including the use of vacation facilities or hotels), payment of other expenses, political donations or charitable contributions, prizes or tickets to events, stocks, securities or participation in stock offerings, training and vehicles (or use of).
Gifts and Entertainment	Advantage offered, promised, given, accepted or received to/from a Third Party that is: a) for a genuine purpose and given in the ordinary course of business; b) reasonably proportionate and of a casual and occasional nature; c) incidental to and for the express purpose of further a proper and professional business relationship; and d) not for an Improper Purpose of Improver Performance
Improper Performance	a) taking or failing to take any action; or b) making a decision, which in either case is illegal or in breach of an expectation or duty of good faith, impartially and/or trust
Improper Purpose	a) influencing or causing a person to act, perform or fail to act or perform in breach of a legal duty; or b) influencing or causing a person to abuse or misuse their position; or c) securing an improver advantage, contract or concession

Acronym	Defined Terms
Public Official	<ul style="list-style-type: none"> a) an elected or non-elected official, officer, employee or contractor of any government (whether state, regional or local) or public international organisation (for example, the United Nations, World bank) or any agency, department or instrumentality thereof (including officers and employees of a State-Owned Entity), controlled or operated by the government; or b) an official of a political party; or c) a candidate for political office; or d) a member of the police, customs, immigration, judiciary or other government agency; or e) a person acting on behalf of any of the above
Third Party	<p>means any individual or entity not employed or engaged by the Company (i.e. not Company Personnel), and includes any joint venture partner, Agent and Representative, advisor, affiliate, contractor, consultant, intermediary, actual or potential customer, broker, dealer, distributor, supplier, service provider, vendor, shipping company or agent, customs agent, exported, shipper, consignee, receiver, Public Official or State-Owned Entity.</p>