

REDFLEX GLOBAL ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Approved 27 February 2015

1. MESSAGE FROM THE GROUP CHIEF EXECUTIVE OFFICER, REDFLEX HOLDINGS LIMITED AND THE PRESIDENT CHIEF EXECUTIVE OFFICER, REDFLEX TRAFFIC SYSTEMS, INC.

- (a) Redflex Holdings Limited and its subsidiaries ("**Redflex**") is committed to maintaining our premier position in the road safety camera industry. We compete for and win business on the basis of our superior products and services and the quality of our employees. As such, we do not tolerate, permit or engage in bribery or other illegal or unethical business practices, nor do we tolerate or permit our commercial intermediaries to engage in bribery or other illegal or unethical business practices. Every Redflex employee, officer and director is responsible for ensuring that our commercial intermediaries and agents know that we do not tolerate bribery.
- (b) Redflex has a longstanding policy against bribery or any act that can be construed as bribery. Bribery is not only against company policy, it is also a crime. Every Redflex employee, officer and director is responsible for ensuring that we conduct business around the world in compliance with all applicable laws, including the Australian Criminal Code Act of 1995, 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**").
- (c) Under no circumstances will Redflex condone the offer, promise or payment of anything of value to anyone, including a government official, political candidate or representative of a political party, in order to gain a business advantage. Any director who engages in such illegal behaviour will be asked to resign. Any employee or officer who engages in such illegal behaviour will be subject to serious disciplinary action, up to and including termination of their employment relationship with Redflex. All risk possible criminal prosecution.
- (d) The Redflex Global Anti-Bribery and Anti-Corruption Policy applies to all directors, officers and employees of Redflex, and others to whom this policy applies by written agreement. This Policy will control, even though local law or custom may permit business standards that are less exacting. At times, observance of this Policy and the Applicable Anti-Bribery Laws may place Redflex in a non-competitive position. Nonetheless, strict compliance is of greater value to Redflex than any business which may be lost.
- (e) Any employee, officer or director who is aware that such illegal behaviour 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.



- (f) A copy of the Redflex Global Anti-Bribery and Anti-Corruption Policy is published on Redflex’s website, www.redflex.com and is also posted on the Intranet, or on the HR Portal in the USA, as are the supporting procedures. Specific questions about this Policy should be directed to your Reporting Authority.
- (g) Thank you for your support in continuing to protect Redflex’s reputation for quality and integrity around the world.

Paul Clark
Group Chief Executive Officer
Redflex Holdings Limited

Michael R. Finn
President & Chief Executive Officer
Redflex Traffic Systems, Inc.

2. SCOPE

- (a) Redflex hereby adopts this Global Anti-Bribery and Anti-Corruption Policy and the related implementing procedures (the “**Anti-Bribery and Anti-Corruption Policy and Procedures**”). The Anti-Bribery and Anti-Corruption Policy and Procedures are in addition to the requirements set forth in the Redflex Employee Code of Conduct published on Redflex’s website, www.redflex.com, and strictly apply to all Redflex employees, officers and directors, and others to whom this Policy applies by written agreement, such as Commercial Intermediaries.
- (b) “**Commercial Intermediaries**” include our distributors, consultants, lobbyists, sales agents, joint venture partners and other third party intermediaries that provide services on behalf of Redflex.

3. POLICY STATEMENT

- (a) A bribe is the offering, promising or giving of anything of value in order to obtain any commercial, regulatory, contractual or personal advantage, or to influence a Public Official in the execution of his/her official duties. It is also illegal to directly or indirectly offer or receive a bribe.
- (b) Redflex adheres to the requirements of all Applicable Anti-Bribery Laws and the local anti-bribery laws in the countries in which we operate. We will not, directly or indirectly, violate or attempt to violate the laws or regulations of any country in which we do business or seek 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) stocks;
 - (iii) gifts;
 - (iv) hospitality or entertainment (such as golf outings, trips, tickets to sporting events, lavish dinners);
 - (v) payment or reimbursement of travel expenses;



- (vi) special pricing arrangements on products or services;
 - (vii) promises of future business dealings;
 - (viii) charitable donations;
 - (ix) offers of employment for a Public Official or relative of a Public Official;
 - (x) hospitality provided to spouses, significant others or relatives of Public Officials or commercial business partners;
 - (xi) political donations;
 - (xii) discounts on products or services; and
 - (xiii) 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 related travel or hospitality, paying for the travel and hospitality expenses of a spouse or significant other, lavish gifts or meals).
- (e) Redflex employees, officers, directors and others, such as Commercial Intermediaries, to whom this Policy applies by written agreement, are prohibited from directly, or indirectly through a third party:
- (i) offering, giving, promising or authorizing
 - (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
 - (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, Redflex directors, officers, employees and others, such as Commercial Intermediaries, to whom this Policy applies by written agreement, 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 his or her duties.

- (g) Redflex directors, officers and employees are prohibited from threatening or retaliating against another employee 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, termination of government licenses, loss of government contracts, exclusion from government programs, reputational damage, loss of commercial customers and business partners, and a decrease in Redflex's share/stock price.

Bribery "Red Flags"

- (i) Liability under the Applicable Anti-Bribery Laws may be imposed for "knowing" violations, which includes "willful 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 Commercial Intermediaries;
 - (ii) conducting business in bribery-prone countries;
 - (iii) reimbursement requests for inadequately documented expenses;
 - (iv) commercial Intermediaries that refuse to certify compliance with Applicable Anti-Bribery Laws, local anti-bribery Laws or the Redflex Global Anti-Bribery and Anti-Corruption Policy;
 - (v) sales to government-owned or sponsored companies;
 - (vi) requests for political or charitable contributions;
 - (vii) a Commercial Intermediary that refuses to comply with the Redflex Commercial Intermediary due diligence procedures or complete the questionnaire;
 - (viii) a demand or strong suggestion by a Public Official that a particular Commercial Intermediary should be retained;
 - (ix) any known or suspected misrepresentation by the local Commercial Intermediary in connection with the proposed transaction;
 - (x) use of shell companies;
 - (xi) credible rumors regarding the potential Commercial Intermediary's integrity;
 - (xii) the Commercial Intermediary is related to, has a relationship with or interests involving government officials;



- (xiii) a Commercial Intermediary requests that fees or commissions be paid in a third party country, to a third party or in cash; or
- (xiv) a Commercial Intermediary requests that the representation of Redflex be kept secret.

4. REPORTING

- (a) We are committed to full compliance with all applicable Anti-Bribery Laws and regulations and to ensuring that reports of suspected bribes or violations of the Anti-Bribery and Anti-Corruption Policy and Procedures are addressed in a safe and confidential manner.
- (b) Redflex employees, officers, directors, and others shall report a suspected bribe or violation of the Anti-Bribery and Anti-Corruption Policy and Procedures to the Reporting Authority as defined below, to the anonymous Hotlines in each country (access via Intranet or ADP Portal) or by filing a non-anonymous report at compliance@redflex.com.
- (c) The identity of any Redflex employee, officer, or director that makes a contact described in the preceding sentence shall be kept confidential except as required by law or where the employee, officer or director consents to the disclosure of their identity.
- (d) No employee or officer will suffer demotion, penalty or other adverse employment consequence for making a good faith report or for refusing to pay or accept bribes or engage in other improper conduct, even if such report or refusal may result in loss of business for Redflex.
- (e) If confronted with a request or demand for a bribe, the request or demand must be immediately rejected and reported to the applicable Hotline or Reporting Authority. Failure to report a violation or potential violation may result in severe disciplinary action, including termination.
- (f) Violations will be dealt with and disclosed appropriately on a case-by-case basis.
- (g) Complaints, concerns and questions about, as well as suggestions for improvements of, the Anti- Bribery and Anti-Corruption Policy and Procedures by any employee, officer, director, commercial intermediary, supplier, contractor, or vendor can be made to the Reporting Authority.

Reporting Authority

- (h) The Reporting Authority is defined as collectively:
 - (i) The Group General Counsel & Company Secretary in the case of Redflex Holdings Limited, Redflex Traffic Systems Pty Ltd and Traffic Operating Services (Saudi Arabia) LLC, or any other Redflex Subsidiary outside the USA, or
 - (ii) The Director of Compliance in the case of Redflex Traffic Systems Inc. in the USA and Canada, or
 - (iii) Their delegates.



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, such as the World Bank, United Nations, the Red Cross, the International Monetary Fund, and the Inter-American Development Bank;
 - (ix) aAny 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) The Reporting Authority shall be contacted if there is a question as to whether an individual qualifies as a “Public Official.”

6. FACILITATION OR “GREASE” PAYMENTS

- (a) We will not offer, pay, promise or authorize facilitation payments of any kind. Facilitation payments are typically small, unofficial payments (sometimes known as “grease” payments) made to secure or expedite a routine, non-discretionary, government action by a low-level, government official. For example:
 - (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) You 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, Redflex officers, directors, employees, and commercial intermediaries 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 Commercial Intermediaries are left with no alternative but to make Personal Safety Payments (described in Section 7, below). In the event that you must make such a payment, it must be accurately described and accounted for in the books and records of Redflex, 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 Reporting Authority or Hotline 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. REVIEW OF POLICY

- (a) In light of the risks posed to those doing business in some countries (and in recognition that the safety of our employees, officers and directors is a top priority), payments may be made when:
 - (i) necessary to secure critical governmental services (e.g. police protection or a medical evacuation) in response to a medical or safety emergency; and/or
 - (ii) 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 Redflex personnel, 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, the Reporting Authority shall be consulted before making any payment.
- (c) Payments made under these circumstances must be reported to the 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 Redflex, reflecting accurately the amount paid, the recipient, the means of payment, and the circumstances under which the payment was made. The Reporting Authority shall investigate and document the circumstances surrounding the Personal Safety Payment.

8. TRANSPARENCY

Redflex is committed to increasing awareness of and adherence to ethical business practices among our employees, officers, directors and commercial intermediaries. A copy of the Anti-Bribery and Anti-Corruption Policy and Procedures is published on Redflex's website, www.redflex.com and is also posted on the Intranet and on the HR Portal in the USA, (hard copy available on request from the Reporting Authority). This Anti-Bribery and Anti-Corruption Policy will be made available to our commercial intermediaries, contractors, suppliers and vendors. We will vigorously investigate possible violations of the Anti-Bribery and Anti-Corruption Policy and Procedures and, when necessary, will cooperate with



enforcement authorities. When feasible, we will publicly disclose actions we have taken to investigate and address misconduct.

9. COMMERCIAL INTERMEDIARIES

- (a) In order to protect Redflex's reputation and to ensure the integrity of our business and marketing relationships, Redflex will engage the services of Commercial Intermediaries who are both reputable and qualified and committed to Redflex values.
- (b) Redflex may be held liable for the acts of Commercial Intermediaries if Redflex knew or should have known of the Commercial Intermediary's prohibited actions. Actual knowledge of an unlawful transaction is not necessary to hold Redflex liable for the actions of Commercial Intermediaries. Under the Applicable Anti-Bribery Laws, payment of a bribe through a Commercial Intermediary has the same effect as if paying the bribe directly, exposing Redflex and individual employees to the same criminal and civil charges as if the improper payments were made directly by Redflex.
- (c) We follow a documented due diligence process governing the selection, review and retention of Commercial Intermediaries. Due diligence will be tailored to the particular 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, as circumstances warrant.
- (d) Redflex should closely monitor the activities of Commercial Intermediaries and promptly notify the Reporting Authority of any potential illegal or questionable transactions.
- (e) Our relationships with Commercial Intermediaries will be governed by the following principles:
 - (i) commercial Intermediaries will be retained on a selective, as-needed basis, and only after determining that the special expertise needed is not available within Redflex.
 - (ii) no Commercial Intermediary shall be a Public Official, an official of a political party, or a candidate for political office.
 - (iii) all Commercial Intermediaries will be required to comply (and certify their compliance) with the laws and regulations of the countries in which they operate and the Applicable Anti-Bribery Laws.
 - (iv) we will advise our Commercial Intermediaries that the offer, promise or payment of anything of value to anyone, including any Public Official, in order to gain a business advantage for Redflex or the Commercial Intermediary, is illegal and will result in the immediate termination of their relationship with Redflex.
 - (v) we will advise our Commercial Intermediaries that particular caution must be exercised with respect to Public Officials.



- (vi) we will provide a copy of this Anti-Bribery and Anti-Corruption Policy to our Commercial Intermediaries and they will be required to certify that they have read the Policy and agree to be bound by its provisions at the outset of the relationship and annually thereafter.
 - (vii) no payments will be made to, and no work for Redflex will be conducted by a Commercial Intermediary until they have executed the certification and a written agreement containing representations regarding compliance with the Applicable Anti-Bribery Laws.
 - (viii) we will provide anti-bribery training to Commercial Intermediaries based on risk assessment.
 - (ix) we will require our Commercial Intermediaries 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.
 - (x) we will immediately terminate our relationship with any Commercial Intermediaries that we learn or discover violated any Applicable Anti-Bribery Laws.
 - (xi) we will regularly monitor the conduct of Commercial Intermediaries. Employees who in good faith believe or suspect that a Commercial Intermediary is acting contrary to the principles set out in this Anti-Bribery and Anti-Corruption Policy have an affirmative duty to report this to the Reporting Authority.
 - (xii) compensation paid to Commercial Intermediaries will represent an appropriate and justifiable remuneration for legitimate services actually rendered.
 - (xiii) we will not direct or channel any payment or other benefit through Commercial Intermediaries that violate the Applicable Anti-Bribery Laws or the Redflex Global Anti-Bribery and Anti-Corruption Policy and Procedures.
- (f) If, during due diligence procedures or interactions with a Commercial Intermediary, illegal or improper conduct is suspected, you must contact the Reporting Authority. All potential conflicts or “red flags” relating to Commercial Intermediaries must be documented and resolved before a Commercial Intermediary may be retained or, if already retained, progress.

10. SUPPLY CHAIN

- (a) Redflex is committed to:
 - (i) conducting procurement practices in a fair and transparent manner; and
 - (ii) avoiding doing business with contractors, suppliers and vendors known or reasonably suspected by us to be paying bribes.
- (b) We will make available this Anti-Bribery and Anti-Corruption Policy to key contractors, suppliers and vendors and require them to certify annually their



compliance with its provisions. We will regularly monitor the conduct of contractors, suppliers and vendors with whom we do business and will terminate our relationship with any contractor, supplier or vendor in the event that they violate any Applicable Anti-Bribery Laws.

- (c) We will undertake due diligence in evaluating prospective contractors, suppliers and vendors to confirm that they are both reputable and qualified to do business with or on behalf of Redflex and maintain detailed records documenting this process. If Redflex discovers that one of our suppliers, contractors or vendors has violated the law, we will terminate the business relationship and, where appropriate, notify the relevant enforcement agency. Redflex 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) No Redflex employee, officer or director, any of their immediate family members, or commercial intermediaries will 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.
 - (i) an "Interested Person" includes:
 - (ii) a Public Official;
 - (iii) any person or firm doing or seeking to do business with Redflex, including vendors, suppliers and Commercial Intermediaries; or
 - (iv) a financial institution.
- (b) Particular 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 Redflex's reputation.
 - (iv) gifts or hospitality paid for personally by any Redflex employee, officer or director to avoid Redflex's approval and reporting requirements.
 - (v) hospitality provided to a spouse, significant other, or relative.
 - (vi) per diems, extensions of credit or the forgiveness of debt.
 - (vii) gifts or hospitality that would embarrass the Interested Person or Redflex if it were publicly disclosed.



- (viii) gifts or hospitality to an Interested Person who has direct or indirect decision-making authority over an anticipated or pending decision that will affect Redflex's interests.
- (d) All Gifts and Hospitality that we provide 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 United States, Australia and any other 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 Redflex, 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 vendors (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 Redflex's products and services or for the execution or performance of a Redflex 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 the Anti-Bribery and Anti-Corruption Policy and Procedures.
- (e) All Gifts and Hospitality extended by Redflex employees to Interested Persons, regardless of the value of the Gift or Hospitality, shall be accurately reflected in the books, records and accounts of Redflex.
- (f) All Gifts or Hospitality provided to an Interested Person by Redflex employees, officers, and directors shall comply with Redflex's Gifts and Hospitality Procedures published on Redflex's website, www.redflex.com and also posted on the Intranet, and on the HR Portal in the USA (hard copy available on request).
- (g) Our Commercial Intermediaries will be advised of our Gifts and Hospitality Procedures and shall be required to adhere to our standards.

12. MERGERS & ACQUISITIONS

- (a) Redflex may be liable for any past violations of the Applicable Anti-Bribery Laws committed by an entity that Redflex merges with or acquires. Accordingly, when considering engaging in a merger or acquisition, Redflex 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 Redflex acquires or merges with an entity, Redflex shall:
 - (i) conduct an anti-bribery audit of the acquired or merged entity as quickly as possible;
 - (ii) ensure that the Redflex Anti-Bribery and Anti-Corruption Policies and Procedures are 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 Commercial Intermediaries on the Applicable Anti-Corruption Laws and the related Redflex policies and procedures; and
 - (iv) include the acquired or merged entity in Redflex's regular anti-corruption auditing schedule.

13. POLITICAL CONTRIBUTIONS

- (a) Redflex, 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 organizations 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 by the Reporting Authority;
 - (iii) made transparently, and recorded accurately in the books and records of Redflex, and
 - (iv) made in compliance with all applicable laws and the Due Diligence Process for Charitable and Political Contributions published on Redflex's website, www.redflex.com and also posted on the Redflex Intranet, or HR Portal in the USA (hard copy available on request).
- (b) Redflex employees, officers and directors 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 employee, officer or director of Redflex make a political contribution in cash, or to a person or organization that has any connection to a government contract decision-maker or any other Public Official



(or their agent or spouse) capable of providing Redflex 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 Redflex 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 organizations made by or on behalf of Redflex must:
 - (i) comply with the Due Diligence Process for Charitable Contributions set forth on the Redflex Intranet, or HR Portal in the USA (hard copy available on request);
 - (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 Redflex.
- (c) Under no circumstances shall an employee, officer or director of Redflex make a charitable contribution:
 - (i) in cash;
 - (ii) to a person or organization that has any connection to a government contract decision-maker or any other Public Official (or their agent or spouse) capable of providing Redflex 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 organization that cannot demonstrate that it is a legitimate organization (for instance by providing a government charity license, registration, or other evidence of its charitable status).

15. ORGANIZATIONAL COMPLIANCE STRUCTURE

- (a) The Reporting Authority is responsible for ensuring that all Redflex employees, officers and directors 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 employees, officers, directors and others to whom this Policy applies by written agreement, such as Commercial Intermediaries.



- (b) The Reporting Authority shall be responsible for monitoring implementation and effectiveness of this Policy. All levels of Redflex 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.
- (c) All questions regarding the Anti-Bribery and Anti-Corruption Policy and related procedures should be directed to any member of management or to the Reporting Authority.

16. TRAINING

All employees, officers and directors will participate in anti-bribery compliance training, whether online or in person, at the outset of their appointment to or employment with Redflex and annually thereafter. Every Redflex employee, officer and director must certify annually that they have completed their annual anti-bribery compliance training. The Reporting Authority will follow a process to ensure that all employees have taken the training and completed written certifications annually.

17. AUDITING, ACCOUNTING AND INTERNAL CONTROLS

- (a) Redflex 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 Commercial Intermediaries 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 Redflex employee, officer, director or Commercial Intermediary knows or 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 employee, officer, director or Commercial Intermediary must immediately report this to the Reporting Authority. Failure to do so may result in severe disciplinary action or the termination of employment and/or the business relationship.
- (c) We have 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 the Anti-Bribery and Anti-Corruption Policy and Procedures. Redflex's internal controls provide reasonable assurance that:
 - (i) all transactions are authorized in accordance with Redflex management's specific authorization;
 - (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 authorization; and



- (iv) existing assets are compared with recorded accountability, and appropriate action is taken with respect to any differences.
- (d) We 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. We will take corrective action as needed.

18. MONITORING AND TESTING

- (a) We are committed to the continuous improvement of our anti-bribery 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. This includes training employees.
- (b) Redflex shall monitor and conduct ongoing testing and review of the Anti-Bribery and Anti-Corruption Policy and Procedures and related business processes to assess their suitability, adequacy and effectiveness in countering bribery and corruption. As changes take place, the policy will be updated. We will address weaknesses and implement improvements as soon as possible. Results of the monitoring and testing will be reported to the Audit and Risk Management Committee of the Redflex Holdings Limited Board of Directors.

19. INDIVIDUAL ACCOUNTABILITY

- (a) Compliance with the Anti-Bribery and Anti-Corruption Policy and Procedures is mandatory for all Redflex employees, officers, directors and others, such as Commercial Intermediaries to whom this Policy applies by written agreement. Redflex will respond with appropriate disciplinary measures to violations of the Anti-Bribery and Anti-Corruption Policy and Procedures, up to and including termination of employment when appropriate. We will require the resignation of any member of the Board of Directors who violates the Anti-Bribery and Anti-Corruption Policy and Procedures.
- (b) Any employee, officer, director, or other who has any questions regarding this Policy or the Applicable Anti-Bribery Laws should consult with the Reporting Authority. Any employee, officer, director, or other who becomes aware of a violation or potential violation of the Applicable Anti-Bribery laws or this policy must promptly report this to the Reporting Authority or to the anonymous, ethics Hotlines in each country (access via Intranet or ADP Portal) or by filing a non-anonymous report at compliance@redflex.com. Failure to report a violation or potential violation may result in severe disciplinary action.