Anti-Bribery & Corruption Policy

SYRAH RESOURCES

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1 INTRODUCTION

Syrah Resources Limited ("Syrah" or "the Company") is an Australian Securities Exchange listed industrial minerals and technology company with its flagship Balama Graphite Operation in Mozambique ("Balama") and a downstream Active Anode Material Facility in the United States ("Vidalia"). Syrah's vision is to be the world's leading supplier of superior quality graphite and anode material products, working closely with customers and the supply chain to add value in battery and industrial markets.

2 OVERVIEW

2.1. Introduction

This Policy of Syrah Resources Limited ("**Syrah**") and its subsidiary companies (the "**Company**") describes the Company's mandatory compliance requirements in relation to anti-bribery and corruption ("**ABC**"). This policy is derived from, and compliant with all relevant legislation and guidance including all ABC laws applicable to the Company and its activities, as defined below.

This Policy applies equally to all of the Company's Employees and Contractors, and it is the responsibility of each Employee and Contractor to be aware of, and compliant with, this Policy.

2.2. Policy Statement

2.2.1. It is the policy of the Company to conduct its business fairly, with integrity and in compliance with the law in all jurisdictions where it operates, including all applicable ABC laws. Employees and Contractors who refuse to participate in Bribery and/or Corruption will be fully supported and protected by the Company.

2.2.2. The Company has a zero-tolerance approach to Bribery and Corruption. As such, the purpose of this Policy is to set out the Company's total opposition to Bribery and Corruption and to ensure all Employees and Contractors understand their individual responsibilities for compliance. This commitment flows from our core values of good health and working safely at all times; being accountable for our decisions and actions; partnering with the community and stakeholders for sustainability; challenging and supporting our people to achieve their potential; and integrity and fairness in all our business dealings. This creates a robust and transparent culture of integrity and compliance, which iscritical to the long term success of our business. This Policy forms part of the Company's governance framework and should be read in conjunction with the Code of Conduct, Whistleblower Policy and the Gifts, Hospitality and Benefits Policy.

2.2.3. The basic tenets of this Policy are:

(a) The Company and Contractors will not engage in Bribery or Corruption as regards Government Officials, private company executives or to any other individual or entity to obtain or maintain business, induce improper performance or to gain an unfair advantage;

(b) The Company and Contractors will not engage in Bribery and Corruption directly or indirectly through Third Party Representatives;

(c) The Company and Contractors avoids the appearance of engaging in Bribery and Corruption through other means including, but not limited to, inappropriate meals and entertaining, excessive gift giving or making Facilitation Payments;[1]

[1] Reference should be made to the Gifts, Hospitality and Benefits Policy for approval requirements concerning the provision and receipt of gifts, hospitality and other benefits which may be appropriate in some circumstances.

(d) The Company maintains detailed and accurate books and records and internal controls. The Company does not conceal bribes or other improper payments by "off books" arrangements or by falsifying its books and records; and

(e) Any Employee who violates this Policy will be subject to appropriate disciplinary action, up to and including termination of employment and Contractors who fail to comply with this Policy will be in breach of contract which is likely to provide grounds for the termination of their contract.

2.2.4. Employees are charged with the responsibility of knowing what Contractors and other Third Party Representatives are doing and ensuring that such entities are not paying bribes on the Company's behalf. Ignorance is no excuse and all Employees are expected to follow both the spirit and letter of this Policy. A copy of this Policy document will be provided to all Employees as part of the Company's recruitment process.

2.2.5. Strict compliance with this Policy is especially important because all of the Company's Employees and Contractors are potentially criminally liable for violating ABC laws. Criminal violations could result in fines for individuals and imprisonment for each violation. Individuals could also be subject to additional criminal fines and penalties under local laws. The Company could face numerous sanctions, including criminal indictment and fines, confiscation of any unlawful gain, the prohibition to do business with government entities, the appointment of a compliance monitor to oversee its business operations and suffer significant reputational damage and/or loss of standing in the community.

2.2.6. This Policy will be reviewed for accuracy and relevance on an annual basis by the Committee. This Policy, as amended from time to time, shall be published on the Company's Corporate Polices and Governance webpage.

2.2.7. All Employees are required to read and sign the acknowledgement appended as Attachment 1.

3 DEFINITIONS

Reference	Definition
ABC	ABC means Anti-Bribery and Corruption.
ABC Laws	ABC Laws includes: • Australian Criminal Code; • FCPA; • Articles 275-287 of Federal Law 31/2021 (as amended by Federal Decree Law 36/2022) of the United Arab Emirates; • Mozambique Law No. 6/2004 of 17 June, the Anti-Corruption Law; • Mozambique Law No. 24/2019, of 24 December which approves the Review of the Criminal Code; • Mozambique Law No. 12/2024 of 18 June, which approves the Public Probity Law; and • the ABC laws (in addition to those outlined above) of any country which applies to Syrah, its business partners or third parties operating on Syrah's behalf.
Associate	Associate includes: • a person or entity with whom personal business is conducted; • a close friend; • a Relative; • a person who is a trustee of a trust in relation to which the employee or contractor may benefit; or

	• a director or officer of a company or other entity over which the employee or contractor has substantial control.
Australian Criminal Code	*Criminal Code Act 1995* (Cth).
Bribery	Bribery means the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal or a breach of trust.
Charitable Donations	Charitable Donations mean small or large amounts of financial resources provided voluntarily to a charitable organisation to support a cause of initiative with no expectation of commercial gain in return.
Committee	Committee means the Audit and Risk Committee
Contractor	Contractor means contractors, consultants, suppliers and other providers of goods and/or services to the Company and employees, sub-contractors, sub-consultants or sub-suppliers thereof.
Corruption	Corruption means the abuse of entrusted power for private gain.
Employee	Employee includes directors, officers and staff (whether permanent or casual, full-time or part-time) and temporary hires employed directly by the Company but does not include Contractors.
ExCo Member	One of the Managing Director, the Chief Financial Officer or the Chief Operating Officer.
Facilitation Payments	Facilitation Payments are payments to Government Officials for routine government action.
FCPA	The United States Foreign Corrupt Practices Act 1977, as amended or modified from time to time. The FCPA is United States based legislation making it unlawful for a firm or person with ties to the United States to make a payment, offer, authorization or promise to pay money or anything of value, with a corrupt motive, to a foreign governmental official (or any other person, knowing that the payment or purpose will be passed on to a foreign government official) for the purpose of (i) influencing any act or decision, (ii) inducing that person to do or omit any action in violation of their lawful duty, (iii) securing an improper advantage and (iv) inducing that person to use their influence to affect an official act or decisions and assisting in obtaining or retaining business for or with, or directing business to, any person.[2]
Government Officials	Government Officials includes: • an official or employee of a government or government owned enterprise; • an official or employee of a government agency or regulatory authority; • an official or employee of a political party or a political candidate; • any official or employee of an international public organisation such as the United Nations, World Bank or International Monetary Fund; • a member of the judiciary or magistracy;

[2] For the avoidance of doubt, the above description is solely for informational purposes, is not exhaustive and should not be considered a complete statement regarding the FCPA.

	• an individual who holds or performs the duties of an appointment, office or position created by custom or convention, including some members or royal families and some tribal leaders; • a person who is, or holds themselves out to be, an authorised intermediary of a Government Official; • an Associate of such Government Official; • Police officers; • officers, customers and tax officials, employees of state owned enterprises, political party officials as well as Relatives of a government or political party official.
Relative	Relative means an immediate family member and includes a spouse, partner, parent, child and sibling whether by blood, marriage or adoption (including in-laws) and includes anyone residing in a person's home (other than tenants or domestic employees).
Sponsorship	Sponsorship refers to support for an event, initiative or organisation, by providing financial, property and/or other resources, in return for certain rights, benefits or associations that may be exploited. Sponsorships are intended to be mutually beneficial.
Third Party Representatives	Third Party Representatives are persons or entities retained to perform services for and on behalf of the Company to, for example, solicit new business, retain existing business or supply services to fulfil a legal, regulatory or practical requirement examples of which are consultants, agents, brokers, vendors, joint venture partners, lobbyists, lawyers and freight forwarders.

4 BRIBERY AND CORRUPTION

4.1. Bribery means the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, improper or a breach of trust. The Company's attitude to Bribery and Corruption applies everywhere we do business. The Company expressly forbids:

(a) making, offering or promising to make a payment or transfer anything of value, including the provision of any service, gift, meal or entertainment, whether to Government Officials or otherwise for the purpose of improperly obtaining or retaining business, or for any other improper purpose or business advantage;

(b) making improper payments as described above, through Third Party Representatives;

(c) offering or giving facilitation payments (as outlined in Section 5), even if the conduct is customary;

(d) payment of cash or cash equivalents to a Government Official; and

(e) the solicitation or acceptance by Employees and Contractors of a payment or transfer of anything of value, including the provision of any service, gift, meal or entertainment, whether from Government Officials, suppliers, commercial counterparties or otherwise for the purpose of improperly obtaining or retaining business, or for any other improper purpose or business advantage.

For the purposes of paragraphs (a) and (e), if there is any doubt as to whether the purpose is to improperly obtain or retain business, or for any other improper purpose or business advantage, guidance should be sought from an appropriately senior Employee.

5 FACILITATION PAYMENTS

5.1. Facilitation Payments are generally payments for small amounts and often occur in dealings with customs, immigration or tax officials, when obtaining permits, licenses or other government papers. Such payments are difficult to monitor and sometimes there is ambiguity as to whether such payments are legal or constitute bribes. Accordingly, the making of Facilitation Payments is prohibited under this Policy.

5.2. If a payment has been made as a result of a direct or associated imminent threat to health or safety of any Employee, employee of a Contractor or any accompanying person, the individual must immediately verbally report the payment to an ExCo Member or the Company Secretary and must document the event accurately and in reasonable detail and forward the report to that ExCo Member or the Company Secretary.

5.3. In making payment on behalf of the Company, Employees should be mindful of what the payment is for and whether the amount requested is proportionate to the services provided. A receipt must always be requested which details the reasons for the payment. Any suspicions or concerns regarding a payment should be raised with an ExCo Member or the Company Secretary.

6 GIFTS, MEALS, TRAVEL, ENTERTAINMENT OR ANYTHING ELSE OF VALUE

6.1. The Company does not pay or receive bribes, and avoids the appearance of paying or receiving bribes, through means such as meals and entertaining or gift giving. The giving or receiving of all gifts, meals, travel, entertainment or anything else of value must be appropriate and consistent with the Code of Conduct, the Travel & Expenses Policy and the Gifts, Hospitality and Benefits Policy. The following general principles apply:

(a) **No Quid Pro Quo** – There must be a legitimate business purpose that justifies the expense. Under no circumstances should customary gifts, meals, entertainment, travel or lodging be given as a quid pro quo to improperly influence or obtain unfair advantage;

(b) **No Cash Gifts** – Gifts should never be given in cash or cash equivalents (for example, gift cards or certificates);

(c) **Fully and Accurately Documented** – All expenses must be fully and accurately documented in accordance with the Company's Travel & Expenses Policy;

(d) **Appropriate and Approved** – All gifts, meals and entertainment must be appropriate and entered into the Gifts, Hospitality and Benefits Register;

(e) **Transparency in Gifts, Meals, Travel, Entertainment or anything else of value** – Customary gifts, meals, travel, entertainment or anything else of value should be transparent to avoid appearance of impropriety. Openness is achieved through thorough documentation and consultation and advance approval wherever possible;

(f) **Local Laws or Regulations** – The gift, meal, travel, entertainment or anything else of value must be legal under the laws and regulations of the country of the recipient;

(g) **Gifts, meals, travel, entertainment or anything else of value should be recorded and monitored** – Gifts, meals, travel, entertainment or anything else of value that has been given or received should be recorded in the gift register as included in the Gifts, Hospitality and Benefits Policy and maintained by the Chief Financial Officer. Management is required to monitor the Gifts, Hospitality & Benefits Register to ensure that any gift is appropriate, is never provided in cash and that meals and entertainment are not forthcoming from only a single source. Reference should be made to the Company's Gifts, Hospitality and Benefits Policy for further information, including monetary value limits and approval procedures.

6.2. Refer to Attachment 2 for Quick Reference Examples related to gifts and entertainment. Employees should seek guidance in advance for special situations.

7 POLITICAL INVOLVEMENT

7.1. Corporate political involvement

The Company's approach to corporate political participation applies everywhere we do business. In summary, the Company will not:

(a) Participate directly in any party-political activity;

(b) Make political contributions, or contribute to a political party or individuals involved in politics, whether in cash or in kind, anywhere in the world;

(c) Pay admissions to an event organised by political parties or individual politicians, for example, a conference or dinner;

(d) Make contribution to organisations which are used as channels to provide funding to political parties or individual politicians.

7.2. Personal political involvement

The Company recognises the right of Employees to participate as individuals in the political process, in ways that are appropriate to each country. However, in such instances, Employees should be made aware that they do not represent the Company when participating in any political process and on all relevant occasions should expressly state that any views that they express are their own views and not those of the Company.

8 CHARITABLE DONATIONS AND SPONSORSHIPS

8.1. Charitable donations refer to any small or large amount of financial resources provided voluntarily to a charitable organisation to support a cause or initiative with no expectation of commercial gain in return. Donations differ to sponsorships which provide commercial benefits.

8.2. Sponsorship refers to support for an event, initiative or organisation, by providing financial, property and / or other resources, in return for certain rights, benefits or associations that may be commercially exploited. Sponsorships are intended to be mutually beneficial.

8.3. The Company's approach to Charitable Donations and Sponsorship is as follows. They must not be:

(a) made to gain an unfair business advantage;

(b) made to individuals;

(c) politically connected.

8.4. Prior to a Charitable Donation or Sponsorship being made, the Employee who is proposing the Charitable Donation or Sponsorship must ensure that:

(a) A proposal for the use of funds submitted by the charitable organisation or internal justification document for the use of funds is prepared by an Employee;

(b) The recipient of a Charitable Donation or a Sponsorship is a legitimate organisation;

(c) Appropriate pre-approval has been obtained from the Managing Director or delegate;

(d) The Charitable Donation or Sponsorship is used legitimately. It is encouraged that Charitable Donations and Sponsorships are only be made for items which cannot be misappropriated (for example, by conversion into cash);

(e) A signed contract (using the template contract set out in Attachment 5) is signed by the recipient of the Charitable Donation or Sponsorship ;

(f) A copy of all documentation is kept in a hard copy file and / or on the shared network drive;

(g) A register is maintained, recording all charitable donations and sponsorship in which the Company is involved. This register will identify the recipient, the purpose, the justification for the funding, the approver and the funds paid by the Company

8.5. Post receipt of the Charitable Donation or Sponsorship (if applicable), the Employee must ensure that:

(a) Regular progress updates are provided by the recipient and/or the Employee, these progress updates can be a combination of written reports and / or photos;

(b) The work being completed is in accordance with the recipient's proposal / internal justification document and the agreed terms and conditions.

9 DUE DILIGENCE

9.1 Identification of government and other high risk relationships

It is imperative that the Company identify and monitor its relationships or changes to relationships which result in greater risk. The Company shall identify and monitor its highest risk relationships with government-owned or affiliated business partners, government regulators and large commercial accounts. Special care must be exercised in these relationships, particularly as they relate to the hiring of Third Party Representatives and the providing of gifts, entertainment or other business courtesies.

9.2 Hiring and contracting with Third Party Representatives dealing with government entities and high risk accounts

(a) Bribes are often paid through intermediaries and often bribes schemes are initiated by intermediaries who may have their own incentives for bribe paying. Accordingly, special care must be exercised around the retaining of Third Party Representatives who assist the Company in high risk relationships, such as dealings with government entities and significant commercial accounts.

(b) Employees engaged in the hiring of Third Party Representatives have a special responsibility to know who they are hiring and to ensure such entities are trustworthy, and reputable and will not engage in corrupt activity.

(c) There may be signs and occurrences that will appear as “red flags” that indicate a relationship should be further investigated, and an ExCo Member or the Company Secretary should be consulted. Refer to Attachment 3 for examples of “red flags”.

(d) Written contracts are required for all Third Party Representatives who assist the Company with dealings with government entities. Such contracts must contain specific language, approved by the Managing Director including provisions that the Third Party Representative agrees to annually certify compliance with ABC laws.

9.3 ABC due diligence for joint venture and proposed merger and acquisitions

ABC due diligence must be carried out on proposed business relationships involving joint venture (JV) partners and merger and acquisition (M&A) targets. Due diligence should be conducted prior to any contract or agreement being signed.

9.4 Required due diligence – high risk countries

The Company will not do business with a “Sanctioned Person” which is a person or organization on a list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury[3] and it frequently reviews this list to ensure it is aware of changes regarding the identity of a “Sanctioned Person”. In addition, in certain countries, contracting with suppliers, consultants, brokers, agents and other Third Party Representatives can create an elevated level of risk. In these countries, additional procedures are required to be undertaken related to the hiring of such third parties. These procedures include:

(a) All such third parties are required to complete a Questionnaire and Certificate of Compliance and may be subject to a background investigation to be performed by the Company or a firm hired by the Company. See Attachment 4, Questionnaire For Proposed Third Party Representatives (High Risk Accounts);

[3] Sanctions List Search (treas.gov)

(b) A review of the Questionnaire must be completed by an ExCo Member independent to the transaction to determine on a case-by-case basis whether circumstances warrant conducting a further background investigation and/or if additional inquiries should be made;

(c) Following completion of the review, the request to retain the third party will either be approved or rejected. Upon acceptance, the third party may be retained subject to agreeing to the terms of a written contract that includes approved ABC language;

(d) Written contracts are required in all cases and must contain language prohibiting the representative from engaging in Bribery and Corruption on behalf of the Company and requiring that the representative annually certify compliance with this Policy;

(e) The relevant manager will retain a file documenting the due diligence and approval process for such representatives in high risk countries.

9.5 Bribery and corruption risks

Bribery and Corruption risks must always be considered when the Company is evaluating new projects and new countries. The Company must, before it commences any new activity or commences an activity in a new nominated country, undertake a Bribery and Corruption risk analysis. This analysis will focus on business integrity and other matters covered in this Policy and will be fully documented.

10 REPORTING AND INVESTIGATIONS OF BRIBERY, AND CORRUPTION VIOLATIONS

10.1. Reporting of suspected violations of this policy

(a) All Employees of the Company are responsible for reporting violations of this Policy, or any other conduct involving Bribery and / or Corruption whether or not stipulated in this Policy.

(b) Employees must be alert to red flags in relation to Bribery and Corruption and raise such red flags with an ExCo Member or the Company Secretary. The person receiving the report must report the matter to the Managing Director.

(c) The reporting of any red flags as described above will be treated in a manner to safeguard confidentiality (to the greatest extent possible in the circumstances) and provide ongoing support and protection of the Employee.[4]

10.2. Investigation of suspected violations of this policy

(a) All reported incidents will be recorded and investigated in a timely manner. Investigations will be conducted by an appropriately qualified ExCo Member or the Company Secretary.

(b) Where deemed necessary, ExCo Members or the Company Secretary may engage external consultants, such as forensic accountants / investigators to conduct an investigation into the suspected violation.

10.3. Enforcement and discipline

Any Employee who knowingly violates this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

[4] The Company's Whistleblower Policy available on the website sets out a comprehensive process to encourage whistleblowers to report any instances of suspected reportable conduct without fear of intimidation, disadvantage or reprisal.

Contractors who fail to comply with this Policy will be in breach of contract which is likely to provide grounds for the termination of their contract.

11 SYRAH RESOURCES RECORDS AND INTERNAL CONTROLS

11.1. Accurate books and records

Employees must always record payments correctly and transparently. It is the Company's policy to have effective systems of internal controls, including financial, accounting, and tax accounting systems, to ensure accurate books and records are kept that are a true and fair reflection of the Company's business affairs to prevent:

(a) Incidents of Bribery and Corruption
(b) Unrecorded, unidentified or misidentified accounts
(c) Creation of false records

Group management, through the Managing Director, is responsible for designing, implementing and reporting on the adequacy of the Group's risk management and internal control system.

In countries where the Transparency International corruption score[5] is less than 40 (the lower the score, the more corrupt the country is perceived to be), management is responsible for implementing increased controls around payments to freight forwarders, including enhanced scrutiny in the way of line-by-line review of invoices for suspicious or high risk charges.

11.2. Monitoring of internal controls

The Committee has primary responsibility for oversight of the internal controls in place to detect and deter any activity contrary to this Policy.

11.3. Annual compliance requirements

Each Employee is required to sign the "Employee Acknowledgement" page of this Policy stating that they acknowledge and understand the terms and conditions of this Policy.

A comprehensive Bribery and Corruption risk assessment should be conducted at least every 24 months, and refreshed annually, to ensure that the Company's controls and policies are evolving to meet new risks posed by the changing business and external environment.

Bribery and Corruption risk assessments may be conducted at more regular intervals where the Company is considering commencing activities or operations in new jurisdictions or acquiring a new entity that may have a different Bribery and Corruption risk profile (i.e. proposed Joint Ventures and Merger and Acquisition transactions).

12 EDUCATION AND TRAINING

12.1. All Employees and Contractors (those engaged directly) are required to attend ABC training on commencement of employment or engagement (as applicable) and at least biennially thereafter that provides:

(a) Information on the Company's ABC Policy;

[5] To be determined by reference to the most recently released results of Transparency International's Corruption Perceptions Index, http://www.transparency.org/

(b) The definition of Bribery and Corruption;

(c) Examples of Bribery and Corruption;

(d) Bribery and Corruption red flags;

(e) Specific case studies relevant to the local context;

(f) Procedures to follow if offered or asked for a bribe or if there is suspicion that Bribery or Corruption has occurred.

12.2. Employees are required to acknowledge that they understand their obligations. A record will be kept of each Employee who has completed the ABC training.

12.3. The ABC training will be regularly updated following the periodic Bribery and Corruption risk assessment taking into account lessons learnt pertaining to Bribery and Corruption practices and will be tailored to the specific requirements of the audience (that is, by taking into account seniority, function and duties).

13 RESPONSIBILITIES AND OVERSIGHT

All of the Company's business units have primary responsibility for internally reporting bribe solicitations or other requests in violations of the law to an ExCo Member or the Company Secretary and for appropriately responding to such requests.

The Committee will receive annual reports on the Company's compliance with this Policy. Significant or urgent matters will be escalated to the Committee on an expedited basis, as determined by the Managing Director in the first instance.

Attachment 1

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have been provided with a complete copy of the "Anti-Bribery and Corruption Policy" and have been requested to review the document and where required, seek clarification of any matter contained therein about which I was uncertain or did not understand.

I confirm that I have undertaken the review referred to above and that I understand the contents of the Anti-Bribery and Corruption Policy and hereby agree that I will comply with all requirements of that document.

……………………………………

(Signature of Employee)

……………………………………

(Name of Employee)

……………………………………

(Date)

Attachment 2

QUICK REFERENCE EXAMPLES

Entertainment

	Types	Occasions	Individuals
Appropriate	• Business meals • Non-meal refreshments as part of hospitality • Cultural or sporting events	• Where business is conducted during or immediately after/before the entertainment	• Representatives of government departments or other organisations with whom no bid or deal is pending
Inappropriate	• Massage parlours • Adult entertainment and adult movies • Illegal activities • Recreational events where a Company employee does not attend with the customer	• All occasions	• Representatives of government departments or other organisations • Receipt of entertainment is prohibited by the law or recipient's employer

Gifts

	Types	Occasions	Individuals
Appropriate	• Company logo items • Items with no market value • Token gifts • Courtesy gifts	• When culturally appropriate (i.e. during Spring Festival or Mid-Autumn Festival) • In exchange for hospitality	• Representatives with whom no bid (contract/s) or deal is pending
Inappropriate	• Cash, stocks, other negotiable instruments • Any other instruments of value, such as gift coupons • Jewellery • Cigarettes or cigars • Reimbursement of expenses • Forgiveness of debt • Promise of employment or personal favours	• All occasions.	• Representatives of government departments or other organisation with whom a bid or deal is pending • Receipt of gifts is prohibited by the law or recipient's employer

Attachment 3

LIST OF RED FLAGS

Retaining Consultants, Brokers, Agents and other Representatives

Listed below are some common “red flags” that call for the exercise of extreme caution and the utmost due diligence when considering hiring a Third Party Representative (hereafter described as “representative”) that will interact with Government Officials.

- Representative is suggested or referred by a Government Official.
- Government Official advises that he / she will only do business through certain representative(s).
- Representative is a Relative of a Government Official.
- Representative suggests he / she has a “personal relationship” or special connections with a Government Official.
- Representative does not appear qualified to perform the service contracted for or main qualification appears to be personal relationship with Government Officials.
- Due diligence provides derogatory or limited information about the Representative.
- Representative does not have an office or established business.
- Representative has reputation for getting “things done.”
- Representative requests unusual or excessive payment arrangement.
- Representative suggests that for a certain amount of money he or she can fix the problem.
- Representative requests to be paid in cash or have payment wired to out-of-country account.
- Representative refuses to fully account for his or her time or detail activities.
- Representative presents inflated invoice or fails to provide documentation of expenses when requested.
- Representative refuses to enter into written agreement governing his / her conduct, including compliance with the FCPA, UK Bribery Act, Australian Criminal Code or anti-corruption laws of other countries.
- Representative refuses to be audited in accordance with his / her contract.

Attachment 4

QUESTIONNAIRE

Questionnaire for Proposed Suppliers, Agents, Consultants and Representatives and Certificate of Compliance

1.	**Supplier, agent, consultant or representative/company name**	
2.	**Country in which you will represent/supply us**	
3.	**Address**	
	Telephone	Email
4.	**Date & Place of incorporate** (if an incorporated entity)	
5.	**Management information**	
	Chairman/President	
	Managing Director	
	Other Directors	
6	**Owners/Principals**	
	Name	% Ownership
	Name	% Ownership
	Name	% Ownership
	Name	% Ownership
	Name	% Ownership
7.	**Parent Company** (if any)	
	Subsidiary companies	
	Jointly owned companies	
	Type of ownership in jointly owned companies	
8.	**Business references**	
9.	**Banking References**	
	(a)	
	(b)	
10.	**Other businesses in which managing director is engaged**	
11.	**Other business in which directors are engaged**	
	Name of Director	Business
	Name of Director	Business
	Name of Director	Business
	Name of Director	Business
	Name of Director	Business
12.	**Historical background**	
(a)	Years company has been in business	
(b)	Briefly describe primary area(s) of business activity	

13.	**Please attach financial statement (audited, if available) for the past three (3) years, including balance sheets and profit and loss statements.**
14.	**Please use this space to provide any additional information which you feel may be relevant to the relationship between your company and us. Use a separate sheet if necessary.**
15. (a)	**Does any current or former government official, political party official, candidate for political office, or relative of such a person, have an ownership interest, directly or indirectly in your company?**
	☐ Yes ☐NO
	(Note: Indirect ownership could include an ownership by a member of the official's family or through another entity (e.g. through a company that is itself owned by the official or their family.)
(b)	**Is any current or former government official, political party official, candidate for political office, or relative of such a person an employee, officer or director of your company?**
	☐ Yes ☐NO
(c)	**If the answer to either (a) or (b) above is yes, please:**
i.	State the name and position of such person in the government or political party;
ii.	Describe his/her official duties and responsibilities with the government, governmental office or political party and, if the foreign official is a relative of an owner, director, officer or employee of your company, the relationship of that official to your personnel;
iii.	Indicate the type and extent of his/her ownership interest in your company (e.g., percentage of ownership, positions with the company, shareholder, officer, director, etc.).
16.	**Are there any matters relating to Anti-Bribery and Anti-Corruption that your company should disclose (see section (b) of the Certificate of Compliance)? If "Yes", please provide details.**

The signatory below authorises Syrah Resources to use any information contained in the Questionnaire for the purpose of determining whether I or my company will be retained by Syrah Resources as its supplier, agent, consultant, or representative. The signatory does not authorise use of this information for any other purpose or disclosure to any third party without express written consent, unless required by law.

In completing this Questionnaire I acknowledge that I have read and agreed to Syrah Resources' Privacy Policy, a copy of which can be accessed here: http://www.syrahresources.com.au/corporate-governance.

Signature	Witness
Name and Title	Name and Title
Company	Date

Attachment 5

TEMPLATE CONTRACT

Template contract to be used for all Charitable Donations and Sponsorships

14 [Insert name of Agreement][6]

Contract Details

Item	Details
Date of Agreement	[Insert]
Company	[insert][7]
Company Address	[Insert][8]
Company's Representative	[Insert][9]
Recipient	[Insert full legal name of Recipient]
Recipient ABN	[Insert ABN or ACN][10]
Recipient Address	[Insert address]
Recipient's Representative	[Insert][11]
Amount	[Insert amount and currency in words and numerals eg "Five hundred U.S. Dollars (USD 500.00)"]
Purpose	[Insert description of the event, initiative or program]
Term	[Insert start date and end date]

1. Purpose of Agreement

This Agreement sets out the terms on which the Company provides financial support to the Recipient for the purpose stated in the Contract Details.

2. Support

2.1 Amount
Within [insert] days after the signing of the Agreement, the Company shall pay the Amount into the Recipient's bank account, details of which shall be set out in a notice from the Recipient.

2.2 Use of Funds
The Recipient shall only use the Amount for the Purpose.

3. Acknowledgment

Unless the Company otherwise indicates or requires, the Recipient shall acknowledge the Company's contribution in its communications related to the Purpose, in a form approved by the Company.

4. Compliance with Laws and Policies

4.1 Legal Compliance
The Recipient must comply with all applicable laws and regulations.

4.2 Anti-Bribery and Corruption Policy
The Recipient agrees to comply with the Company's Anti-Bribery and Corruption Policy, available at www.syrahresources.com.au/about/corporate-governance

[6] Insert either "Charitable Donation Agreement" or "Sponsorship Agreement".
[7] Insert full legal name of relevant Syrah company.
[8] Insert address of relevant Syrah company.
[9] Insert name, title and email address of the Company's Representative.
[10] ABN or ACN is only applicable if the Recipient is an Australian company. If not, insert "Not applicable".
[11] Insert name, title and email address of the Recipient's Representative.

4.3 Notification
The Recipient must immediately notify the Company of any actual or suspected breach of clause 4.2.

5. Reporting and Records

The Recipient must keep accurate records of the use of the Amount and provide a report to the Company within 14 days after the conclusion of the activity undertaken with respect to the Purpose.

6. Confidentiality

The terms and conditions of this Agreement are strictly confidential and shall not be disclosed by the Recipient to any person or company (whether affiliated or not).

7. Term and Termination

7.1 Term
This Agreement continues for the Term unless terminated earlier in accordance with this clause.

7.2 Termination for Cause
The Company may terminate this Agreement immediately if the Recipient breaches any term of this Agreement.

8. Miscellaneous

8.1 Entire Agreement
This Agreement constitutes the entire agreement between the parties.

8.2 Governing Law
This Agreement is governed by the laws of [insert][12].

8.3 Notices
All notices must be in writing and sent to the email address of the Company's Representative or the Recipient's Representative, as the case may be.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of [insert full legal name of relevant Syrah company] by an authorised representative:	SIGNED for and on behalf of the Recipient by an authorised representative:
Signature: Name: Title: Date:	Signature: Name: Title: Date:

[12] Insert, as applicable:
"the State of Victoria, Australia";
"Mozambique";
"the State of Louisiana, United States of America"; or
"the laws of the Emirate of Dubai and the laws of the United Arab Emirates as applied in the Emirate of Dubai".

Syrah Resources Limited			
Title	Anti-Bribery and Corruption Policy		
Level of Confidentiality	Group Policy	**Revision**	6
Document Status	In Use	**Language**	English
Last Review	October 2025	**Next Review**	October 2026

This Revision	
Author(s)	Andrew Komesaroff – General Counsel
Authorised Reviewer(s)	Syrah Leadership Team (SLT) and Executive Committee (ExCo)
Authorised Approver(s)	Audit & Risk Committee (ARC) and Board of Directors (BoD)
Legal Review	Andrew Komesaroff – General Counsel
Document Control	Jemma Pititto – Executive Assistant

Revision History

Author(s)	Reviewer(s)	Approver(s)	Revision Number	Status	Revision Date	Description
D. Corr	ExCo	BoD	0	Superseded	May 2015	New Document
J. Currie	ExCo	BoD	1	Superseded	May 2019	Revision
S. Patone	ExCo	BoD	2	Superseded	Jan 2020	Revision
A. Komesaroff	SLT & ExCo	ARC & BoD	3	Superseded	Oct 2022	Revision
A. Komesaroff	SLT & ExCo	ARC & BoD	4	Superseded	Oct 2023	Revision
A. Komesaroff	ExCo	ARC & BoD	5	Superseded	Oct 2024	Revision
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