

# Conflicts of Interest Policy

This policy is applicable and will be communicated throughout the organisation including subsidiaries: Colas Isle of Man, Colas SIAC projects, Allied Infrastructure and Colas UK Projects Ltd and is readily available to interested parties on request and will be kept as documented information.

## General

Conflicts of Interest can arise between the Company's activities and the Employee's involvement in them or between the Company's interest and the Employee's activities outside the Company. The Company requires the Employee to discuss with his/her Line Manager at an early stage any action already taken or any proposed course of action where the Employee's private interests or objectives may conflict with his/her obligations to the Company.

## Secrecy, Patents and Discoveries

Employees must not without express authorisation divulge to the press or to any third party confidential information concerning formulae, processes, methods or affairs of the Company or any other Employee.

## Other Employment

Employment with the Company is regarded as a full time occupation during working hours. Outside these hours, Employees may engage in other employment or interests (e.g. charities, as members of appropriate reserves for H.M. Forces etc) provided that these do not conflict in any way with the Company's interests and having previously been disclosed to the Company.

Any employee intending to use knowledge, information, experience or position gained through his/her association with the Company to further himself/herself in some outside capacity has a duty to disclose that intention to the Company. In some instances, there may be reciprocal advantage in Employees associating the Company with their outside activities, but this must not be done without prior agreement.

Should an employee be injured or incapacitated whilst engaged in other employment or outside business, the Company would not normally apply its policy of payment during absence due to illness injury.

## Shares, Land and Mineral Rights

Ownership of or dealing by buying or selling Shares, Land, Building or Mineral Rights can result in a conflict of interests if the Employee makes improper use of his/her position in the Company, or of confidential information gained as an Employee, to achieve personal or indirect gain, which Employees should scrupulously avoid. If any doubts exists on the confidentiality of information or the proprietary of such ownership's or dealings the Employee is expected, and in his/her own interests advised, to seek guidance from the Company. (Legal requirements impose particular restrictions on Directors or Officers of a Company and guidance on this can be obtained from the Company Secretary).

## Relations with Third Parties

Third Parties include those who supply products or services to the Company or to whom the Company supplies products and services. The Company expects Employees to guard its interests with Third Parties and bring to those relationships sound commercial judgement as well as high standards of integrity. Employees may not try to gain from the Third Parties advantage to themselves arising from their position in the Company, or from their access to information about the Company and its affairs obtained in the course of their employment.

At law, the relationship between Employer and Employee is one of good faith and an Employee is not entitled either directly or indirectly to receive perquisites from a Third party in consequence of his/her employment of capacity as an Employee without the approval of the Employer. The receipt of such perquisites normally belongs to the Employer.

Third Parties may seek to engender and maintain the goodwill of the Company through courtesies, "give ways" and hospitality to its Employees. The acceptance or refusal of such perquisites should always be done openly and in line with the Company policy. In case of doubt, where substantial gifts or hospitality are being offered which might appear to form an inducement to provide a

privileged position or prejudice independent business judgement, the Employee should advise his/her Supervisor/Line Manager.

Third Parties who resort to unreasonable levels of gifts or hospitality should be warned that this will result in their being excluded from the list of Approved Contractors/Suppliers. Employees must also be careful not to place themselves under any obligation to Third parties by accepting services other than at rates available to those not in any special relationship with the Third Party.

## Notes on Secrecy, Patents, Discoveries & Inventions

During the course of employment, it is probable that employees will generate or become aware of information which is confidential. Employees are reminded that such information must be treated accordingly.

Employees may also make or participate in the making of inventions, and also prepare documentation plans or drawings. The following clauses set out the terms and conditions of employment relating to the matters referred to above.

### Clause 1

1. For the purpose of this agreement the expression confidential information shall mean any information of whatever nature whether that be technical, scientific, commercial or otherwise:-
  - a. Whether generated by the employee in the course of his/her duties and / or
  - b. becoming known to the employee as a consequence of his/her employment during his/her employment with the company or during his/her employment under any previous contract with the company or any of its associated companies to the extent that such information was not already public knowledge or literature at the time of generation or becoming known.
2. The employee shall during the continuation of employment and after the termination thereof (however that termination occurs) observe strict secrecy as to the affairs, dealings and concerns of the company or any of its associated Companies and shall not either during the continuation of his/her employment hereunder or at any time thereafter except in the proper course of his/her duties hereunder or with the prior written consent of the company or its associated companies divulge or communicate to any third party except to another employee of the company authorised to receive the same or turn to his own account and shall use his best endeavour to prevent the publication or disclosure of any trade secret or other confidential information concerning the organisation, business or finances of the company or its associated companies or any of its dealings, transactions, affairs, customers or clients or any of its associated companies which is within or may come to his/

her knowledge during the course of his/her engagement and shall not use or attempt to use any knowledge or information which he/she may acquire as aforesaid in any manner which may injure or cause loss whether directly or indirectly to the company or any of its associated companies, clients, suppliers or contractors of the company or its associated companies so as to take advantage of the company's trade or business connections or utilise information confidentially obtained by him/her concerning the company or any of its associated companies trade or business connections provided that the provision of this clause shall cease to apply to information which enters the public domain other than directly or indirectly by reason of the default of the employee.

## Clause 2

It shall be part of the normal duties of the employee at all times to consider in what manner and by what new methods or devices the products, services, processes, equipment or systems of the company or any associated company for which he/she is concerned or for which he/she is responsible might be improved and promptly to give to the Secretary of the company full details of any invention or improvement which he/she may from time to time make or discover in the course of his/her duties and to further the interests of the company with regard thereto. Subject to any contrary provisions of the Patents Act 1977 where applicable the company shall be entitled free of charge to sell ownership of any such invention or improvement insofar as the law permits or to the exclusive use thereof.

The employee shall if and when required so to do by the company at the expense of the company apply or join with the company in applying for letters patent or other protection in any part of the world for any such discovery, invention or process as aforesaid and shall be at the expense of the company execute and do or procure to be executed or done all instruments and things necessary for vesting the said letters patent or other protection when obtained and all right title and interest to an in the same in the company shall (and shall procure that any such other person shall) hold in the same and all such right title and interest to an in the same upon trust for itself and (to the extent that he is entitled thereto by Section 39 of the Patents Act 1977) the employee accordingly to its and his/her interests therein.

Section 39 of the Patents Act 1977 provides that when an employee has made an invention it will fall into one or other of the following categories (a) or (b):

- a. The invention was made either in the course of the normal duties of the employee or in the course of duties falling outside the employee's normal duties but specially assigned to the employee and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of the employee's duties or in the course of the duties of the employee and at the time of making the invention because of the nature of the duties of the employee and the particular responsibilities arising from the nature of the employee's duties, the employee had a special obligation to further the interest of his/her company's undertakings.

- b. An invention not within category (a)

The company and the employee shall consult with a view to recording whether the invention made or contributed to by the employee falls within category (a) or (b).

## Clause 3

Where any invention falls within category (b) as specified in Clause 2 above the employee shall have the exclusive right to exploit any such invention but not being limited to the exclusive right to file at the employee's expense applications for patents for any such invention in whatever country or countries the employee may deem fit and to exploit any patent issuing from any such patent application as the employee deems fit and the employee may assign such right for any country to whomsoever he/she deem fit.

The exercise of the rights to exploit such invention within the category (b) shall not be so as to interfere with the duties of service which the employee owes to his/her company and nothing

contained in this clause shall relieve the employee of his/her obligation to observe such secrecy and confidentiality under Clause 1 above.

If the employee wishes to assign his/her right to exploit any invention under category (b) to his/her company and the company wish to acquire such rights then the employee and the company will negotiate in good faith and on the terms of conditions of such assignment.

#### **Clause 4**

Any document drawing design or programme or other literary or artistic work made or created by the employee during the continuation of his/her period of employment hereunder which concerns or relates to the business of the company or any associated company and the copyright therein shall (whether or not the work was made at the direction of the company or was intended to benefit the Company) belong to the company and to the extent that such copyright is not otherwise vested in the Company the employee hereby assigns the same to the company.

For the purpose of this clause the employee hereby irrevocably authorises the company as his/her attorney in his/her name to execute and do any documents or things which are required in order to give effect to the provisions of this clause and the company is hereby empowered to appoint and remove at pleasure any person as agent and substitute on behalf of the company in respect of all or any of the matters aforesaid.

#### **Clause 5**

It is company policy to encourage each employee to take all reasonable opportunities to address or read papers to meeting of learned societies and to cause original papers to be published in the proceedings of such societies or organisations or in trade and technical journals provided that on each occasion on which such an address is to be delivered or paper read or published the content is first approved by his/her company if such content or text contains or may contain confidential information.

#### **Clause 6**

The duties of the employee and rights of his/her company set out herein are in consideration of the employee's remuneration in accordance with his/her employment contract. The company will only be bound to provide the employee with additional reward in relation to these duties and rights if the employee is so entitled in accordance with the provisions of the Patents Act his/her company may at its discretion award the employee such ex-gratia recognition as it thinks fit in order to promote the advancement of technical arts which the employee may prepare during his/her employment with the Company and to the extent that they have been prepared in the course of the duties owed by the employee to the Company shall belong to the Company.

**Chief Executive Officer**

F. Lahmamsi

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