

Anti-Bribery Policy

Definition

Bribery is, in the conduct of the Company's business, the offering or accepting of any gift, loan, payment, reward or advantage for personal gain as an encouragement to do something which is dishonest, illegal or a breach of trust.

Bribery is a criminal offence. Groundsure prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable, including the Bribery Act 2010. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by Groundsure employees or by third parties acting for or on behalf of Groundsure.

Policy

It is prohibited, directly or indirectly, to offer, give, request or accept any bribe ie gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

It is also prohibited to act in the above manner in order to influence an individual in his capacity as a foreign public official. You should not make a payment to a third party on behalf of a foreign public official.

If you are offered a bribe, or a bribe is solicited from you, you should not agree to it unless your immediate safety is in jeopardy. You should immediately contact a member of Senior Management so that action can be taken if considered necessary. You may be asked to give a written account of events.

If you, as an employee or person working on our behalf, suspect that an act of bribery, or attempted bribery, has taken place, even if you are not personally involved, you are expected to report this to contact a member of Senior Management or the HR Manager. You may be asked to give a written account of events.

Reporting

If any member of staff becomes aware of any conduct that they believe may or has violated this Policy, they must report this activity, confidentially to **Protect on 020 7404 6609**, or any member of the HR team. Protect are a charity providing confidential advice to would-be whistleblowers who are concerned about making a disclosure. Any such report will be dealt with in confidence.

Anyone raising a concern in good faith will not be criticised or penalised in any way even if it is shown, after investigation, that they were mistaken. Any form of reprisal or victimisation against anyone who has raised a genuinely held concern is forbidden and will not be tolerated and itself will be treated as a disciplinary matter.

Monitoring and Training

Compliance with this Policy is periodically monitored through regular anti-bribery audits and checks. The results of the monitoring and audit process will be periodically reported to the Exec team. The Exec are responsible for assessing this policy and disclose and material non-compliance.

All new employees are required to complete mandatory training as part of their induction training to ensure their awareness of anti-bribery, and refresher training is being introduced for all employees every 18 months.

Scope and Penalties for non- compliance

All directors, officers, employees (temporary and permanent), agents, interns, secondees, volunteers, consultants, contractors, joint venture partners, suppliers, resellers, all third parties who represent Groundsure and any other person associated with Groundsure wherever located (collectively referred to as “Staff”) must comply with this Policy.

Your compliance with the Policy is not purely for the benefit of Groundsure. If you are involved in any way in bribery or corrupt practices you may be personally liable, and penalties can include imprisonment and fines. Groundsure will also discipline employees found to be in breach of this Policy in accordance with the procedures detailed the Disciplinary Policy.

Commitment

We are committed to acting fairly and ethically wherever we do business. Our reputation is built on our values as a company, the values of our employees and our collective commitment to acting with integrity throughout our organisation. In this Policy we set out how we envisage our commitment will work in practice and how we endorse carrying out business **openly**:

- in a transparent and ethical way,
- making honesty our currency;
- **behaving in a fair and balanced manner**, in compliance with the laws on Bribery and our values.

Accountability

This Policy applies to all Groundsure employees. Third parties who perform services in association with or on behalf of Groundsure shall be referred to as “Associated Third Parties”. Since Groundsure can be held responsible for the conduct of Associated Third Parties, the prevention of bribery and corruption is our **shared responsibility**. Staff must ensure that Associated Third Parties are aware of and comply with the Bribery Act 2010, other applicable local anti-bribery laws and this Policy.

General Standards of Conduct

1. All Staff and Associated Third Parties are expected to conduct Groundsure's business in accordance with best practice that is to say legally, ethically and with the highest levels of integrity.
2. Engaging in bribery or corruption, or any other activity that would lessen the reputation or integrity of Groundsure generally, in any jurisdiction, regardless of local custom or practice, is strictly prohibited.

Making and Receiving Bribes

3. Both the offering and receiving of bribes are criminal offences under the terms of the Bribery Act 2010 and Foreign Corrupt Practices Act 1977 (in the US). A **bribe** is any advantage (financial or otherwise) which is intended to induce or reward an individual for **improperly** performing a business, trade or public function or activity.
4. By "improper", we mean that the individual has acted contrary to an expectation that they will act in good faith, or impartially, or in accordance with a position of trust. The "function or activity" apply equally to business and public functions so include all activities in the public or private sector. The value of the advantage does not determine whether or not it constitutes a bribe, although the greater the value the greater the risk the benefit could be viewed as a potential bribe.
5. Consequently, no Staff or Associated Third Party shall **offer, promise or give** any Bribe to any person in order to secure any form of advantage for Groundsure, including obtaining or retaining business, obtaining or retaining an advantage in the conduct of business, or directing business to any person or entity. Nor shall any Staff or Associated Third Party **request, receive or agree to receive** any Bribe that may influence business decisions with which Groundsure is associated or connected, or compromise business judgement.

Specific areas to watch/Red Flags

6. For journalists / Editorial staff, there are specific risks that certain conduct may amount to Bribes, for example the use of payments to: (i) improperly receive information; or (ii) influence editorial decisions; or (iii) accept a bribe to write or publish an article with a particular focus or angle which is not in keeping with journalistic integrity; or (iv) reveal source information. For guidance on these issues, Editorial staff should refer to the editorial code or speak to their superior.

Operations and Procurement

7. For operational and procurement staff who contract with Associated Third Parties to supply services (catering, stand building, marketing, recruiting services, advertising) or venues such as hotels, conference halls, exhibition space of any kind, those employees are required to be transparent about gifts or free services offered to incentivise Staff to pick that supplier or venue over another.
8. Those involved in procurement must (i) ensure that there is a good commercial reason to appoint the supplier in question; (ii) ensure that any gifts above £50.00 are declared to and

approved by the executive director before acceptance; (iii) politely and firmly turn down any excessive or extravagant offers of gifts or hospitality or those which could be perceived to be extravagant; (iv) avoid conflicts of interest and record or register any relevant gifts and hospitality. The Board recognises that norms vary from business sector to business sector in terms of gifts and hospitality so some flexibility is built into this Policy to reflect those differences. Gifts collected should be donated or auctioned off and the proceeds given to Groundsure's charity of choice in appropriate circumstances. Please refer to the Gifts and Hospitality policy.

Facilitation Payments

9. "Facilitation Payments" are unofficial payments made to **public officials** to secure or expedite the performance of a **duty or function**. Facilitation Payments are illegal bribes and not tolerated. For example, paying extra to an individual to receive a connection to local utilities or to be invited to tender or pitch for a new contract. In addition, all Staff should avoid any activity that may lead to, or suggest that a Facilitation Payment will be made by Groundsure.
10. If you find yourself in a situation where you are forced to pay a Facilitation Payment where you are obliged to make the payment to protect against loss of life, limb or liberty, you should pay it and immediately contact your line manager. Non-employees should report to the HR Department directly. In all other cases, you may not make such payments and will not be reimbursed for doing so, even if the payment was intended for Groundsure's benefit. Whenever you are requested to make such a payment you should contact the HR Department or Protect on **020 7404 6609**.

Due diligence and contract terms

11. Appropriate anti-Bribery and Corruption due diligence must be conducted on third parties before entering into contracts and transactions with them, in particular any contracts and transactions with Associated Third Parties. Staff involved must evaluate the extent to which such due diligence must be conducted. This evaluation will depend on the relevant facts and circumstances, including the existing knowledge and past experience with the third party, whether there are any dealings with governmental officials such as customs and excise and the location of operation. Key information concerning the due diligence on such (prospective) third parties shall be duly recorded in the company's files. Please contact the HR Department for guidance.
12. All contracts and transactions must comply with the law. All payments made under contracts should be traceable (i.e. not made in cash or offshore accounts).
13. All payment terms in contracts must have clear commercial justification, with fair and proportionate benefits for all parties. All contractual payment terms should be transparent and the basis for any calculations clearly explained.
14. Unless circumstances determine otherwise, Groundsure must have a written contract with all third parties with whom we do business. Where it is proportionate and appropriate to do so, contracts should include anti-Bribery and Corruption representations and warranties and a clause allowing for immediate termination of the contract by Groundsure if another contracting party or their agents pays or accepts Bribes in connection with our business. (An example clause is set out in the Appendix).

Gifts

12. Staff may only give or accept gifts to or from suppliers and business partners of low value. They **may not give or accept valuable, regular or illegal items**. Please refer to the Gifts and Hospitality policy.

Hospitality

13. Giving or receiving hospitality could potentially amount to a Bribe and thus a criminal offence under the Bribery Act if it is intended to induce or reward improper performance of a function or activity. However, **bona fide, proportionate, transparent and reasonable hospitality**, promotional and other business expenditure, which is in the legitimate interests of the business, is permitted under the Bribery Act ("Reasonable Hospitality"). A good way to test this is to ask yourself whether you think it would embarrass Groundsure or you if it were to be published on the front page of The Guardian or The Times that you accepted the hospitality in question.
14. Consequently, Groundsure persons may give and accept Reasonable Hospitality (such as hosted entertainment, and where the person or organisation which bears the cost of the event is represented at the event).
15. Groundsure people may not give or accept **lavish or extravagant hospitality**. It is acknowledged that hospitality covers a range of possibilities from dinner, theatre tickets to sporting events, travel and accommodation costs, expenses or free trips. It is also an integral part of doing business and therefore crucial. Only where it is proportionate, reasonable, transparent and within industry/sector norms this is acceptable. Also where it has a clear commercial justification and is not directed solely to for an individual / personal benefit it will be acceptable. Please refer to the Gifts and Hospitality policy.

What to do if you suspect a bribe? Reporting Procedures

16. All incidents of alleged or attempted bribery by or to Staff or Associated Third Parties, including any threats, blackmail or extortion, should be **reported immediately to Protect – 0207 404 6609 or a member of Senior Management**. Turning a blind eye to an instance of Bribery may be treated as equivalent to committing the offending act, both by Groundsure in terms of disciplinary process, and by the Serious Fraud Office. **Nobody will be penalised for losing business by refusing to accept a bribe.**

Consequences and Disciplinary Action

17. The Bribery Act is enforced by the UK Serious Fraud Office, with strict penalties including unlimited fines and 10 years in prison for those convicted of Bribery offences.
18. Any incident of possible bribery in Groundsure will be investigated fully and if it is determined that a member of Groundsure or Associated Third Parties has received a bribe, or agreed to receive a bribe, appropriate action will be taken. In relation to Groundsure employees, this may include **disciplinary action** in accordance with its disciplinary policy. In addition, Groundsure may take **legal action** against the member of Groundsure, the recipient of the bribe or both to recover any loss/damage incurred by Groundsure resulting from the making or offering of a bribe.

19. In relation to an Associated Third Party it may include termination of any contract between itself and the Associated Third Party. Groundsure will consider taking legal action against the Associated Third Party to recover any loss resulting from the making or offering of a Bribe.

Internal controls and Audit

20. All Staff and Associated Third Parties are responsible for making accurate and reasonably detailed entries in official records of the company, and must never: (i) pay expenses that are excessive, lack adequate description or supporting documentation, or appear to be improper; (ii) make, disguise, or arrange to have made or disguised, or fail to correct any report, any false or artificial entries in any company books or records, or in any books or records of other persons or companies with whom Groundsure does business; (iii) omit, delete or alter any entries in any company books or records without following appropriate company procedures relating to that type of action; or (iv) use personal funds to accomplish what is otherwise prohibited by this policy.
21. Groundsure will establish feedback mechanisms in order to maintain accurate records - available for inspection - which properly and fairly document all financial transactions. Internal control systems will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

Appendix

[Counterparty] warrants and undertakes to [Relevant Group Company] that it has complied and shall comply with, and shall have and maintain its own policies and procedures in order to comply with, all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. [Counterparty] warrants and undertakes that it shall, and shall procure that its employees, agents and associated persons shall, (i) comply with such of [Relevant Group Company]'s anti-bribery and anti-corruption policies as are notified to it from time to time; and (ii) promptly report to [Relevant Group Company]'s any request or demand for any undue financial or other advantage of any kind received by or on its behalf in connection with the performance of this Agreement. Breach of paragraph shall be deemed a material breach of this Agreement and [Relevant Group Company] shall have the right to immediately terminate this Agreement for such breach.

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