

CORPORATE AND GOVERNANCE POLICY

# Anti-Bribery and Corruption Policy

**Version 2**

Legal & Compliance



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# 1. Policy

1.1 OneAdvanced and the Customer shall during the term of the Agreement:

1.1.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including (but not limited to) the Bribery Act 2010;

1.1.2. Not commit any offence or give any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act, 1972 nor engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

1.1.3. Establish, maintain and enforce their own policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance;

1.1.4. Notify the other party if it becomes aware of any breach of clause 1.1.1 or clause 1.1.2 or has reason to believe that it has received a request or demand for any undue financial or other advantage;


1.1.5. Immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of the other party (or acquires a direct or indirect interest in the other party) and the other party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement;

1.2. Each party shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of that party's obligations under this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 1.3. Each party shall be responsible for the observance and performance by such persons of such terms and shall be directly liable to the Customer for any breach by such persons of any such terms.

1.3. Breach of this clause 1.3 shall be deemed a material breach under the Agreement.

1.4. For the purpose of this clause 1.3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

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