

ANTI-BRIBERY POLICY

1 ANTI-BRIBERY POLICY STATEMENT

1.1 FREEDOM SCRIPTED Ltd (**Company**) is committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates. The Company is committed to implementing and enforcing effective systems to counter bribery.

2 WHO IS COVERED BY THE POLICY?

2.1 Under Section 7 of the Bribery Act 2010 (as amended from time to time) the Company may be liable to be prosecuted for an offence if a person associated with it bribes another person, intending to obtain or retain business or a business advantage for the organisation. It is a defence for the organisation to show that it has in place “adequate procedures” designed to prevent bribery by its “associated persons”. A person is associated with an organisation if it performs services for or on behalf of that person, eg as employee, subsidiary, agent or subcontractor.

2.2 This Policy applies to all individuals working at all levels and grades (collectively referred to as staff in this Policy).

3 WHAT IS BRIBERY?

3.1 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

EXAMPLES

3.1.1 Offering a bribe

You offer an artist’s agent tickets to a major sporting event, but only if they agree to reduce the fee requested by the artist for their services.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. The Company may also be found to have committed an offence because the offer has been made to obtain business for the Company. It may also be an offence for the artist’s agent to accept your offer.

3.1.2 Receiving a bribe

An artist’s agent offers to take you on a family holiday if you agree to increase the fee offered for their services.

It is an offence for the agent to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

3.1.3 Bribing a foreign official

A fixer whom you have booked makes an additional payment to a foreign official to speed up the issuing of a registration licence for a local branch in a remote Chinese province. There is no official process for speeding up the issuing of a licence in the province.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for the Company. The Company itself may also be found to have committed an offence, if it has failed to prevent such occurrences negligently.

4 GIFTS AND HOSPITALITY

4.1 The policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

4.2 The giving or receipt of gifts is not prohibited, if the following requirements are met:

4.2.1 it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

4.2.2 it complies with local law;

4.2.3 it is given in our name, not in your name;

4.2.4 it does not include cash or a cash equivalent (such as gift certificates or vouchers);

4.2.5 it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;

4.2.6 taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

4.2.7 it is given openly, not secretly; and

4.2.8 gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the Company's prior approval.

4.3 We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another.

4.4 The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

5 GIFTS AND HOSPITALITY – WHAT IS NOT ACCEPTABLE?

5.1 It is not acceptable for you (or someone on your behalf) to:

5.1.1 give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

5.1.2 give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

5.1.3 accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

5.1.4 accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;

5.1.5 threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or

5.1.6 engage in any activity that might lead to a breach of this policy.

6 FACILITATION PAYMENTS

6.1 Facilitation payments are typically small, unofficial payments made to secure or expedite a routine or necessary government action by a government official, when we have already paid for, or are entitled to, that action. They are not commonly requested in the UK, but this is a widespread form of bribery, despite being illegal in many countries. Under Sections 1 and 6 of the Bribery Act 2010 (and as may be amended from time to time), bribes and facilitation payments are illegal and the offer of any of these forms of payments in any of the countries in which the Company operates is against the Company's policy.

6.2 The Company's policy approach to bribery in the case of facilitation payments involves a policy of resistance which is achieved in stages. The Company's policy is to refuse to pay facilitation payments unless payment is clearly unavoidable and being made in exceptional circumstances (such as those referred to in paragraph 6.4 below). Clear documentation will be required for any payments made.

6.3 If you are asked to make a payment on the Company's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. Where practical and safe to do so, you should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the individual producer.

6.4 You should never refuse to make a payment if faced with a threat of, or fear of, violence or loss of liberty. The safety of staff is of primary concern in all our operations both at home and abroad. The Guidance issued by the Ministry of Justice on the Bribery Act includes a defence of duress which is stated to be likely to be available in the case of payments made to protect "life, limb or liberty".

7 YOUR RESPONSIBILITIES

7.1 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All staff are required to avoid any activity that might lead to, or suggest, a breach of this Policy.

7.2 You must notify the individual producer as soon as possible if you believe or suspect that a conflict with this Policy has occurred, or may occur in the future. For example, if a supplier or potential supplier offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out at the end of this Policy.

7.3 Any employee who breaches this Policy may face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to dismiss staff if they breach this Policy.

8 RECORD-KEEPING

8.1 Written records of all hospitality or gifts accepted or offered must be declared and kept, which records will be subject to managerial review.

8.2 All expenses claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the Company's expenses policy and specifically record the reason for the expenditure.

8.3 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-books" to facilitate or conceal improper payments.

9 WHAT TO DO IF YOU HAVE A SPECIFIC CONCERN ABOUT BRIBERY OR CORRUPTION

9.1 All staff are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the individual producer.

9.2 It is important that you tell the line producer as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are affected by any other form of unlawful activity.

POTENTIAL RISK SCENARIOS: "RED FLAGS"

The following is a list of possible red flags that may arise during the course of your work and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to the line producer.

- 1 You become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- 2 You learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- 3 A third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- 4 A third party requests payment in case and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- 5 A third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 6 A third party requests an unexpected additional fee or commission to "facilitate" a service;
- 7 A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provisions of services;
- 8 A third party requests that a payment is made to "overlook" potential legal violations;
- 9 A third party requests that you provide employment or some other advantage to a friend or relative;
- 10 You receive an invoice from a third party that appears to be non-standard or customised;
- 11 A third party insists on the use of side letters or refuses to put terms agreed in writing;
- 12 You notice that the Company has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 13 A third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- 14 You are offered an unusually generous gift or offered lavish hospitality by a third party.