CONTROLLED COMPANY DOCUMENT

Anti-Bribery and Corruption Statement

Zero tolerance, proportionate prevention and transparent business conduct.

Document owner: Max Pocock, Lead Consultant
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Review due: 23 July 2027, or earlier after a material risk, legal or market change
Applies to: Managed Services Ltd and every person or organisation performing services for or on its behalf

Managed Services Ltd prohibits bribery and corruption in every form. Business must be won and delivered through capability, value, evidence and fair dealing - never an improper advantage.

1. Commitment and scope

Managed Services Ltd is committed to conducting business professionally, fairly and with integrity. It has zero tolerance for bribery, corruption, facilitation payments, kickbacks and concealment of improper conduct.

This statement applies to Max Pocock, separately engaged human specialists, subcontractors, agents, consultants, suppliers, intermediaries and any other person performing services for or on behalf of the company. It applies in the United Kingdom and overseas.

The company applies prevention controls proportionate to its size, operating model, geography, clients, delivery partners and transaction risk. A client or jurisdiction may require stronger controls.

2. Prohibited conduct

No person within scope may directly or indirectly:

- offer, promise or give a financial or other advantage to induce or reward improper performance;
- request, agree to receive or accept an advantage in return for improper performance;
- bribe a foreign public official;
- use a third party to do something that would be prohibited if done directly;
- make or permit a facilitation payment or kickback;
- disguise an improper payment as a fee, commission, expense, donation, sponsorship or hospitality;
- falsify or omit records to conceal the true purpose or recipient;

- retaliate against someone who refuses to participate or raises a concern honestly; or
- ignore a credible warning sign because a transaction is commercially attractive.

An advantage can be financial or non-financial and can benefit a person other than the decision-maker.

3. Accountability

Max Pocock is responsible for top-level commitment, risk decisions, approvals, records and review.

Everyone acting for the company must:

1. understand and follow this statement;
2. identify and disclose conflicts or warning signs;
3. complete required due diligence;
4. obtain approval before a higher-risk gift, hospitality, payment or relationship;
5. keep accurate records; and
6. report a concern immediately.

Commercial urgency, custom, client instruction or fear of losing work is not an exception.

4. Risk assessment

The company will assess bribery risk proportionately when:

- entering a new country, market or sector;
- bidding for public or regulated work;
- using agents, introducers, intermediaries or subcontractors;
- paying commission, success or referral fees;
- engaging with public officials;
- making donations, sponsorships or community payments;
- providing or receiving gifts, travel or hospitality;
- using unusual payment routes, cash, crypto-assets or offshore accounts;
- responding to unexplained urgency or secrecy; or
- a person has influence over selection, inspection, payment or approval.

The assessment will record the risk, due diligence, decision, conditions, approver and review point.

5. Due diligence on associated persons

Before engaging a higher-risk person or organisation, Managed Services Ltd will assess:

- identity, ownership and relevant experience;
- role, need and proposed value;
- reputation, sanctions or credible integrity concerns where relevant;
- conflicts, public-official relationships and tender involvement;
- reasonableness of fees and payment route;
- subcontracting or onward-agent use;
- required anti-bribery terms, audit and termination rights; and
- who will monitor performance and invoices.

No person is appointed only because they claim access, influence or an ability to "make things happen". Due diligence must be refreshed when the role, ownership, payment or risk changes.

6. Gifts, hospitality and expenses

Reasonable and proportionate hospitality can support legitimate business relationships. It must never influence, or appear intended to influence, an improper decision.

A gift, hospitality or expense must be:

- lawful in the giver's and recipient's jurisdictions and permitted by relevant policies;
- for a genuine business purpose;
- reasonable in timing, frequency and value;
- transparent and accurately recorded;
- not cash or a cash equivalent;
- not linked to an award, inspection, payment, recommendation or confidential information; and
- approved in advance where risk or perception warrants it.

Any gift or hospitality connected with a public procurement, evaluator, public official or live commercial decision must be declined unless it is clearly lawful, modest, transparent and approved in writing after checking the recipient's rules. When in doubt, decline.

Offers, acceptances and refusals with more than trivial risk or procurement relevance will be entered in a gifts and hospitality register.

7. Facilitation payments and duress

Facilitation payments are prohibited even where described as customary or small.

If a payment is demanded because of an immediate and credible threat to health or safety, the person should prioritise safety, pay only what is necessary if there is no safe alternative, and report and record the incident as soon as possible. This is an emergency response, not approval of the payment.

8. Donations, sponsorship and political activity

Managed Services Ltd will not make a political contribution on behalf of the company without a lawful, transparent, documented and specifically approved basis.

Charitable donations, sponsorships and community payments must have a legitimate purpose, verified recipient, proportionate value and transparent record. They must not be used to influence a tender, official, customer or other decision.

Personal political activity must be clearly separate from company business, time, funds and representation.

9. Procurement, tenders and conflicts

In procurement and tender activity, the company will:

- use only authorised communication routes;
- not seek confidential competitor or evaluator information;
- declare actual, potential or perceived conflicts promptly;
- not collude on price, market allocation, cover bids or bid withdrawal;
- record introductions, commissions and material hospitality;
- ensure claims, references, prices and expenses are truthful; and
- stop and escalate an instruction that appears improper.

The company will not make a payment or provide a benefit to obtain a reference, testimonial, evaluation score, contract award, invoice approval or waiver.

10. Financial and record controls

All transactions must be supported by a genuine business purpose, appropriate approval and accurate record. The company will not:

- create false or misleading invoices, descriptions or recipients;
- use unrecorded funds or accounts;

- split transactions to avoid approval;
- reimburse unsupported or improper expenses;
- pay a different person, country or account without a documented reason and verification; or
- accept unexplained overpayments, refunds or pass-through arrangements.

Invoices and deliverables will be checked against the contract before payment. Records will be retained under applicable legal, tax, contractual and data-protection rules.

11. Reporting concerns

A concern can be raised verbally or in writing through any normal company or engagement contact. No special form or proof is required before reporting.

The recipient must preserve confidentiality as far as possible, protect evidence, avoid confrontation or tipping off, and escalate promptly. The company will not retaliate against a person who refuses a bribe or raises a concern honestly.

If the concern involves Max Pocock, the reporter must use an appropriate outside route, which may include the buyer's compliance contact, an independent legal adviser, police, the Serious Fraud Office or another competent authority. Jurisdiction must be checked rather than assumed.

12. Investigation and response

Managed Services Ltd will:

1. protect immediate safety and evidence;
2. identify conflicts and appoint an appropriate decision-maker or outside adviser;
3. investigate proportionately without prejudging;
4. consider contractual, criminal, regulatory and reporting duties;
5. suspend payment, access or work where needed to control risk;
6. document findings and decisions; and
7. take corrective, contractual or referral action.

No internal investigation will obstruct a competent authority or compromise legal privilege.

13. Breaches

A breach may result in removal from company work, termination of a human-specialist or supplier relationship, recovery of losses, client notification and referral to law enforcement or another competent authority.

The response will be proportionate to the facts, risk and law. The company will also examine whether its due diligence, supervision, payment or reporting controls failed.

14. Communication, monitoring and review

People acting for the company will receive proportionate communication or briefing before higher-risk work. The company will review:

- risk assessments and higher-risk relationships;
- gifts, hospitality, expenses and commissions;
- conflicts and procurement activity;
- concerns, investigations and near misses;
- supplier performance and unusual payments; and
- changes in law, geography or business model.

This statement will be reviewed at least annually and after a material incident or risk change.

15. Official references

Official sources checked on 23 July 2026:

1. Ministry of Justice, Bribery Act 2010 guidance - View official source
2. UK legislation, Bribery Act 2010 - View official source
3. Serious Fraud Office, Guidance on evaluating a corporate compliance programme - View official source

16. Document control

This statement is reviewed at least annually. Tender-specific copies must be checked against the current company version, buyer code of conduct, contract and operating jurisdiction before issue.