



# Anti-Corruption and Bribery Policy

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**Scope:**

GfK U.K. Limited

GfK Retail & Technology (UK) Limited

And all affiliated companies and associated persons of the GfK Group, based in the United Kingdom

**Issued by:**

GfK Legal Department

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## 1 Policy Statement

Bribery and corruption inhibits economic growth and development, diminishes free and fair competition, and may result in criminal and civil liability for organisations and individuals.

It is our policy to conduct our business in an honest and ethical manner and we take a zero-tolerance approach to any form of corruption or bribery. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate. We implement and enforce effective systems to counter bribery and corruption and uphold all laws relevant to countering bribery and corruption in all jurisdictions in which we operate. Under UK laws (including the Bribery Act 2010) we are responsible for the conduct of all GfK Persons (defined below in section 3) and Third Parties (defined below in section 3) both at home and abroad.

This policy should be read in conjunction with the GfK Code of Conduct.

## 2 Purpose

2.1 The purpose of this policy is to:

2.1.1 set out our responsibilities and of those working on our behalf, in observing and upholding our position on bribery and corruption; and

2.1.2 provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

2.2 It is a criminal offence to offer, promise, give, request or accept a Bribe (defined below in section 3). Individuals convicted of Bribery can be punished by a term of imprisonment or fined. As an employer, if GfK are found to have taken part in any form of Bribery or Corruption, we may have to pay a fine (may be unlimited), be excluded from tendering for public contracts and suffer serious damage to our reputation. We therefore take our legal and corporate responsibilities very seriously.

## 3 Definitions

In this policy, the following terms shall have the meanings given to them below:

**“Bribe/Bribery”** is the giving or receiving a financial or other advantage in connection with the *‘improper performance’* of a position of trust, or a function that is expected to be performed impartially or in good faith. Bribery does not have to involve cash or an actual payment exchanging hands and can take many forms such as a loan, discount, gift, lavish treatment during a business trip or tickets to an event and includes Facilitation Payments and Kickbacks.

**“Corruption”** is the abuse of entrusted power or position for private gain.

**“Facilitation Payments”** also known as “back-handers” or “grease payments”. They are typically small, unofficial payments made to secure or expedite a routine or necessary action (e.g. by a Government Official). They are not common in the UK, but are common in some of the other jurisdictions in which we operate.

**“GfK Person(s)”** or **“you”** are individuals working at all levels and grades, including managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers,

interns, agents, sponsors or any other individual associated with us, or any of our other group companies, wherever located in the United Kingdom.

**“Government Official”** is (i) an officer, official adviser, representative or employee of a government or public body, including public international organisations such as; European Union, World Bank, or any government department or agency regardless of rank or seniority, (ii) employee of any commercial enterprise owned or controlled in whole or in part by a government or public body, and (iii) political party official or candidate of a political party.

**“Kickbacks”** are typically payments made in return for a business favour or advantage.

**“Third Party/Parties”** means any individual or organisation a GfK Person comes into contact with during the course of his/her work on our behalf, and includes GfK clients or potential clients, customers, suppliers, distributors, business contacts, agents, advisers and Government Officials.

## 4 Application

This policy applies to all GfK Persons.

## 5 Policy

- 5.1 You shall at all times use ethical and legal business practices and (in particular) you shall not directly or indirectly:
- (a) give (or promise to give), offer or authorise a payment, gift or hospitality to any Third Party with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - (b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
  - (c) request, agree to receive, or accept a payment, gift or hospitality from any Third Party, where you know or suspect that it will obtain a business advantage for them, or a business advantage for us, or for anyone else;
  - (d) accept hospitality from a Third Party that is unduly lavish or extravagant under the circumstances;
  - (e) offer or accept a gift to or from Government Officials, without the prior approval of your manager;
  - (g) threaten or retaliate against another worker who has refused to commit the offence of a Bribe or who has raised concerns under this policy; or
  - (g) engage in any other activity that might lead to a breach of this policy.

### 5.2 Facilitation Payments and Kickbacks

Facilitation Payments are illegal in the UK. You shall not make or accept Facilitation Payments or Kickbacks of any kind. If you are asked to make such a payment on our behalf, you should always be mindful of what that payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt, which details the reason for the payment and if you have any suspicions, concerns or queries regarding such payment, then you should raise them with the UK Associate General Counsel.

### 5.3 Dealing with Third Party Agents, Joint Ventures

GfK is liable for any Bribes in relation to any Third Party. GfK Persons must exercise caution in dealing with Third Party agents, including exercising due care in selecting partners and agents to ensure they are reputable, honest and qualified, and in monitoring their activity once selected. Under no circumstances may you ignore signs that any partner or agent may be making or receiving any Bribe in connection with a venture or activity in which GfK is involved or has any interest.

#### 5.4 Dealing with Government Officials

Bribery of a Government Official is illegal in every country where GfK operates and is strictly prohibited. Because anti-corruption laws may capture a broad range of actions, no payment of gifts, entertainment, hospitality, promotional or similar expenditures, and no political or charitable contributions may be made to, or on behalf or at the request of a Government Official without the prior approval of the UK Associate General Counsel.

#### 5.5 Hospitality and Promotional Expenditures; Gifts and Entertainment; Other Expenses

- 5.5.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from Third Parties for the purposes of:
- (a) establishing or maintaining good business relationships;
  - (b) improving or maintaining our image or reputation; or
  - (c) marketing or presenting our products and/or services effectively.
- 5.5.2 The giving and accepting of gifts is allowed, provided the following requirements are met:
- (a) the value of such gift does not breach the terms of the GfK Code of Conduct;
  - (b) 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;
  - (c) it is given in our name, not in your name;
  - (d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
  - (e) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas; and
  - (f) it is given openly, not secretly;
  - (g) it complies with any applicable local law.
- 5.5.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
- 5.5.4 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to Bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 5.5.5 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. **The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.**

## 5.6 Political and charitable contributions

5.6.1 Subject to section 5.4 above, you must exercise caution before making any political or charitable contributions to, or at the request or direction of, Third Party, as this transaction may be illegal transaction under the local applicable laws. No donation should be made without the prior approval of your manager.

5.6.2 All GfK Persons must comply with the Code of Conduct and all other global and local guidelines, which may impose monetary limits, as well as approval and documentation requirements related to such contributions.

## 5.7 Keep Accurate Books and Records

5.7.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to Third Parties.

You must declare in writing (via email or in letter form) to your manager a record of all:

- (i) gifts, which exceed the amounts allowable under the GfK Code of Conduct; and
- (ii) hospitality (regardless of the value),

accepted or offered, in a timely manner, which may be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to Third Parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

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-book" to facilitate or conceal improper payments.

## 5.8 Acquisitions

If we acquire a business, we undertake a due diligence process, which includes, an appropriate review of the acquired company's policies on anti-corruption and bribery and the laws that apply in relation to anti-corruption.

## 6. Your responsibilities

6.1 You must ensure that you read, understand and comply with this policy.

6.2 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 workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

6.3 If you have any questions or concerns related to this policy, you are encouraged to first discuss any such concerns with your direct supervisor or member of the local management team, as this often is the fastest way to address such questions or concerns. You may also request assistance from the UK Associate General Counsel.

6.4 If you become aware, or reasonably believe any breach of this policy has occurred, or may occur in the future, you must immediately report such behaviour or suspicions to the Associate General Counsel. Further "red flags" that may indicate Bribery or Corruption are set out in the Schedule attached to this policy.

## **7. Penalties**

7.1 Commissions of a Bribe by a GfK Person may result in any of the following:

- (a) disciplinary measures, which may include termination of your employment or services;
- (b) referral to the appropriate authorities for criminal prosecution or other enforcement action (which may result in your imprisonment for a period of up to ten years and/or the levying of substantial and/or unlimited fines, which are not reimbursable by GfK); and/or
- (c) a civil suit by GfK for monetary damages.

## **8. Audits and Certifications**

In order to help ensure GfK complies with the requirements of anti-corruption laws, GfK Persons may be required to complete and return periodic compliance certifications as to matters related to this policy. Each GfK Person also may be required to provide information to Internal Audit, Legal Services and Transactions, Integrity and Compliance and other risk control functions as to matters related to this policy. Each GfK Person must complete any requested certifications and fully assist with any audit, compliance, legal or other internal inquiry concerning matters related to this policy with candid, accurate and complete information.

## The Schedule

### Potential Risk Scenarios ('Red Flags')

The following is a list of possible red flags that may arise during the course of you working for us 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 UK Associate General Counsel:

- (a) you become aware that a Third Party engages in, or has been accused of engaging in, improper business practices;
- (b) 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;
- (c) 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;
- (d) a Third Party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a Third Party requests that payment is made to a country or geographic location different from where the Third Party resides or conducts business;
- (f) a Third Party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a Third Party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a Third Party requests that a payment is made to "overlook" potential legal breaches;
- (i) a Third Party requests that you provide employment or some other advantage to a friend or relative;
- (j) 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; or
- (k) you are offered an unusually generous gift or offered lavish hospitality by a Third Party.