



ANTI-BRIBERY & ANTI-CORRUPTION POLICY

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DOCUMENT CONTROL

DOCUMENT NAME	Anti-Bribery & Anti-Corruption Policy
ABSTRACT	This document details the guidelines for the management and employees
DOCUMENT REFERENCE	HRD004

AUTHORISATION

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SECURITY CLASSIFICATION: Company Confidential

DISTRIBUTION LIST

Master HRD Department
Copies Electronic only

VERSION HISTORY

VERSION	DATE	PREPARED BY	CHANGES & REASONS FOR CHANGE
Draft 1.1	03/05/2020	Bipin Pendyala	First Draft
Draft 1.2	15/05/2020	Bipin Pendyala	Incorporate changes after first review
Issue 1.0	01/06/2020	Bipin Pendyala	
Issue 2.0	13/05/2025	Kiran Chopra	Authorization Updated; FCPA incorporated; Logo updated
Issue 2.1	13/07/2025	Kiran Chopra	Internal Threshold for Gifts/events/Hospitality under UKBA and FCPA

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1. PURPOSE AND OBJECTIVE

The purpose of this document is to familiarise all the employees of the Company with the rules and regulations governing anti-bribery and anti-corruption philosophy and approach at Invenio.

This policy has been framed in accordance with the **United Kingdom Bribery Act (UKBA), 2010** (“Act”) and **Foreign Corrupt Practices Act of 1977 (FCPA)**. This anti-bribery and anti-corruption policy (“Policy”), shall ensure that every employee working with Invenio Business Solutions Pvt. Ltd. (“Invenio”) and its various subsidiaries, affiliates, representatives, assignees, among others, carry out the business transactions and other daily activities/functions of Invenio in a systematic, transparent, and non-corrupt manner.

Invenio has zero tolerance for bribery and corruption practices and is committed to conducting business in an ethical and honest manner and is firm in the implementation and enforcement of systems that ensure such corrupt practices are prevented. Invenio shall constantly uphold all laws relating to anti-bribery and corruption in all the jurisdictions in which we operate and shall be bound by both the local laws as well as the Act, with regard to our conduct in and outside the territory of the United Kingdom. Employees and business partners are expected to be aware and follow all anti-corruption and anti-bribery laws everywhere Invenio does business (including the UK Bribery Act and FCPA). This Policy intends to provide an overview and gives force to the detailed anti-bribery program, which is amended from time to time, in compliance with the law, good will of Invenio and changes in business.

2. SCOPE AND COVERAGE

This Policy applies to all individuals working for Invenio or any of its subsidiaries and affiliates anywhere in the world and at all levels and grades, including but not limited to, employees (temporary, fixed-term or permanent), trustees, committee members, board members, senior managers, officers, directors, consultants, contractors, seconded staff, trainees, interns, casual workers, agency employees, volunteers, sponsors, or any other person associated with Invenio, or any of our subsidiaries or their employees, irrespective of the location. For the purposes of this Policy, “**third parties**” shall mean and refer to, any individual or organization that directly or indirectly deals with Invenio; it shall include without limitation, actual and potential clients, customers, suppliers, distributors, business network, agents, advisors, consultants, agents, resellers, intermediaries who act on Invenio behalf, government and public bodies. Invenio shall ensure that any arrangements that it makes with a third party shall be subject to clear contractual terms and shall include

specific provisions requiring such third party to comply with the standards and procedures relating to the Act, irrespective of the location of receipt of such services.

3. DEFINITIONS

1. “Anti-bribery and Anti-corruption Policy” shall mean and refer to this document, as amended from time to time.
2. “Bribe” shall mean a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in anyway. Bribe(s) can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
3. “Bribery” shall mean giving or offering, promising, giving, accepting or soliciting a Bribe.

For the purposes of this Policy, Bribe includes both direct payments/actions, as well as those which have been authorized or permitted by an employee of Invenio. Following is a non-exhaustive list of types of Bribery:

- a. Offering of a bribe
 - b. Receiving of a bribe
 - c. Bribing a foreign official
 - d. Offence of failure to prevent
4. **“Foreign Public Official” or “FPO”** shall mean an individual who –
 - a. Holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a country or territory outside the UK (or any subdivision of such country or territory); and/or
 - b. Any officer/employee of a foreign government or public international organization. Includes state-owned enterprises (SOEs). and/ or
 - c. Exercises a public function:
 - i. For or on behalf of a country or territory outside the UK (or any subdivision of such country or territory);
 - ii. For any public agency or public company of that country or territory (or any subdivision of such country or territory); or
 - iii. Is an official or agent of a public international organization

5. “Facilitation Payments” shall mean minor benefit(s), often a gift or small cash payment(s) made to secure, facilitate or expedite the performance of an FPO or PO of a routine or necessary governmental action or process.
6. “Anything of Value” shall mean Includes gifts, cash, entertainment, travel, jobs, donations, etc.
7. “Willful Blindness” shall mean Ignoring obvious signs of bribery doesn’t excuse you.
8. “Public Official” or “PO” shall mean any and all officials or employees of any government or other public body, agency or legal entity, at any level, including but not limited to, officers or employees of state-owned enterprises and/or enterprises mandated by a public body and/or enterprises administering public functions.

4. WHAT IS UNACCEPTABLE

For the purposes of this Policy, the following is a non-exhaustive list of unacceptable practices:

- a. Give promise to give, or offer a payment, gift or hospitality to secure or award an improper business advantage;
- b. Give, promise to give, or offer a payment, gift or hospitality to a PO, FPO, agent, or representative to facilitate, expedite, or reward any action or procedure;
- c. Offering/accepting payment to/from a third party knowing or suspecting that such offer is with the expectation of obtaining a business advantage;
- d. inducing another individual or employee or agent to indulge in any of the acts prohibited under this Policy;
- e. threaten or retaliate against another employee, who has refused to commit a bribery offence or who has raised concerns in accordance with this Policy;
- f. give or accept any gift where such gift is or could reasonably be perceived to be a contravention of this Policy and/or the applicable law; and/or
- g. engage in any activity that may lead to a breach of this Policy
- h. pay or give anything of value, this includes cash, gifts, trips, jobs, contracts, donations, and more, to Foreign Government Officials (national, state, municipal), Employees of State-Owned Enterprises (SOEs), Political Parties / Candidates, Officials of International Organizations (e.g., UN, WHO)

5. FACILITATION PAYMENTS

Invenio strictly prohibits making or accepting, Facilitation Payments of any kind. Any request for a facilitation payment made by or to an employee/representative of Invenio, should be immediately reported to such employee/representative’s manager/Invenio liaison.

For the purposes of clarity, any payments made under this category which are clear,

transparent, and have adequate official documentation; shall not be considered as a Bribe.

In the event that a Facilitation Payment is made under duress, to ensure the health and safety of the Invenio employee/representative, full details must be recorded in writing and reported immediately. All employees/representatives must keep in mind that payments made in these circumstances can still result in criminal prosecution, in case there is no proper documentation or if considered as covered up.

6. GIFTS & HOSPITALITY

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 Invenio's image or reputation; or
- c. Marketing or presenting Invenio's products and/or services effectively.

Gifts, travel, and entertainment can be allowed if:

- i. Modest and customary (e.g., a meal, company-branded item)
- ii. Directly related to business purpose
- iii. Transparent, approved, and recorded in company systems
- iv. Not intended to influence a decision
- v. Examples of Acceptable Conduct:
- vi. Taking a client for a business lunch at a local restaurant
- vii. Giving a souvenir (below internal gift value limits) during a meeting
- viii. Paying for travel to your facility for legitimate training- with documented approval

A gift or hospitality shall not be considered as appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (tender process or contractual negotiations).

Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret.

Where it is inappropriate to decline the offer of a gift (due to culture etc.), the gift may be accepted so long as it is declared to the appropriate person in Invenio, who shall then assess the circumstance.

Promotional gifts of low value such as branded stationery may be given to or accepted

from existing customers, suppliers and business partners.

Reimbursing a third party's expenses or accepting an offer to reimburse our expenses (costs of attending a business meeting etc.) 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.

Invenio understands and acknowledges that practices vary 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 circumstances the gift, hospitality or payment is reasonable and justifiable. In case of any uncertainty, the advice of the appropriate person in Invenio must be sought.

7. INTERNAL THRESHOLDS LIMITS FOR GIFTS/ INVITATIONS/ HOSPITALITY/ BUSINESS EVENTS

Please note that cash gifts are strictly prohibited under all circumstances.

A. Internal Policy Limits under UKBA:

Type	Limit (GBP)	Notes
Gifts (e.g., branded items, thank-you tokens)	≤ £100	Must not be cash or cash-equivalent
Meals and hospitality	≤ £150 per person	Must be infrequent and business-related
Event invitations	≤ £250	E.g., sports, conferences, client appreciation
Total annual limit per recipient	≤ £500	Cumulative value tracked in gifts/hospitality register
Public Official interaction	Requires pre-approval	Regardless of value

B. Internal Policy permissibility under FCPA:

The FCPA allows gifts and hospitality **only if** they meet **all** of the following criteria:

- ✓ Bona fide business purpose (e.g., site visit, contract negotiation).
- ✓ Reasonable in value and proportionate to the occasion.

- ✓ Not intended to obtain or retain business improperly.
- ✓ Not lavish or extravagant.
- ✓ Properly documented in the company's books and records.

Invenio internal thresholds under FCPA:

Category	Common Permissible Value (USD)	Notes
Gifts	\$50–\$100 per gift	Modest, promotional in nature; no cash or cash equivalents
Meals & Entertainment	\$100–\$200 per person	Must be infrequent and tied to legitimate business
Travel & Lodging	Reasonable actual costs	Must be directly related to business purpose and not for spouses
Hospitality (e.g., events)	Varies; ~\$200–\$500	Must be reasonable, not extravagant (e.g., business conference tickets)
Aggregate annual limit	\$300–\$500 per recipient/year	Many companies cap cumulative gifts/hospitality per individual

Controls for UKBA and FCPA:

- **Pre-approval:** Required for gifts/hospitality to foreign officials or above policy limits.
- **Documentation:** Keep records of the business rationale, recipient details, and expenses.

8. DONATIONS

Invenio does not make contributions to political parties. Any charitable donations made in the name of Invenio shall be legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the appropriate person in Invenio, and accurate records of all donations made must be appropriately maintained.

9. RECORD KEEPING

Invenio and its employees/representatives shall ensure the proper keeping of financial records and have the appropriate internal controls in place which will evidence the business reason for making payments to third parties.

All employees/representatives must declare and maintain a written record of all hospitality or gifts given or received, which will be subject to managerial review. All expense claims relating to hospitality, gifts, or payments to third parties must be made in accordance with Invenio expenses policy and reasons for such expenditures must be recorded as well.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept 'off-book' to facilitate or conceal improper payments.

10. EMPLOYEE/ REPRESENTATIVE RESPONSIBILITIES

Each and every employee/representative must ensure that you read, understand and comply with this Policy, and with any training or other anti-bribery and anti-corruption information you are provided.

The prevention, detection and reporting of Bribery and other forms of corruption is the responsibility of all those working for Invenio or under Invenio's control. Every employee/representative is required to avoid any activity that might lead to, or suggest, a breach of this Policy.

Employee/Representative must notify manager/Invenio liaison, or any other appropriate person as appointed within Invenio, as soon as possible in case of belief or suspicion regarding breach of this Policy, that has occurred or may occur.

If an employee breaches this Policy, such employee shall face disciplinary action and could face dismissal for gross misconduct. Invenio has the right to terminate a contractual relationship with an employee if they breach this Policy.

11. RAISING CONCERN OR COMPLAINT

Employees/representatives are encouraged to raise concerns about any issue or suspicion of Bribery or corruption at the earliest possible stage.

If as an employee/representative of INVENIO, you are offered a bribe, or are asked to give a bribe, or if you believe or suspect that any Bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager/Invenio liaison/appropriate person as indicated internally.

If you are offered a bribe by a third party, or if you are asked to make a bribe, or if you suspect that you may be asked to commit such a violation, or if you believe that you or anyone else is a victim of any form of unlawful activity, you must comply with this Policy.

12. PROTECTION

Invenio aims to encourage openness and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.

Invenio is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in Bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential Bribery or other corruption offence has taken place or may take place in the future. For the purposes of this Policy, “detrimental treatment” shall include dismissal, disciplinary action, threats or other unfavorable treatment connected with raising a concern/complaint. If you believe that you have suffered any such treatment, you should inform the appropriate person in Invenio immediately. If the matter is not remedied, and you are an employee, you should raise it formally using Invenio’s internal grievance redressal mechanism, which can be found in the HR Policy of Invenio.

13. TRAINING & COMMUNICATION

Dissemination of this Policy for new joiners shall be carried out at the time of induction and effective June 2025, it will be renewed yearly. This Policy shall also be shared with all existing employees/representatives. If you have any query about this Policy, you should contact your reporting manager/Invenio liaison/appropriate person as appointed in Invenio.

Invenio’s zero-tolerance approach to Bribery and corruption should be communicated to all agents, suppliers, contractors, and business partners at the outset of the business relationship with them and as appropriate thereafter. Wherever possible, all third parties should be sent a copy of this Policy at the outset of the business relationship.

14. INVENIO RESPONSIBILITIES

The board of directors has overall responsibility for ensuring that this Policy is compliant with the current applicable law and ethical obligations, and that all those under Invenio’s control comply with it.

The head of the human resources department of the region has primary day-to-day responsibility for implementing this Policy. Management at all levels are responsible for ensuring that those reporting to them are made aware of and understand this Policy and, if necessary and appropriate, are given adequate and regular training.

15. MONITORING & REVIEW

The head of Human Resources department of the region will monitor the effectiveness and review the implementation of this Policy regularly, considering its suitability, adequacy, and effectiveness. Any improvement identified shall be made and incorporated as soon as possible. Internal control systems and procedures shall be subject to regular audits to provide assurance that they are effective in countering Bribery and corruption.

All employees/representatives are responsible for the success of this Policy and should ensure they use it to disclose any suspected danger or wrongdoing.

Any suggestions for ways of improvement of this Policy may be addressed to the head of Human Resources operations.

16. POTENTIAL RISK SCENARIOS OR RED FLAGS

Following is a non-exhaustive list of possible Red Flags that may arise during your employment with Invenio or during your business relation with Invenio; any red flag encountered must be immediately reported in accordance with the procedure laid out herein this Policy:

- a. Awareness that a third party engages in, or has been accused of engaging in, improper business practices;
- b. Being aware of a third party's reputation for paying bribes, or requiring bribes to be paid, or having 'special' relation(s) with government (foreign or local) officials;
- c. Third party insisting on receipt of commission or payment before committing to sign a contract, or to carry out a government function or process for Invenio;
- d. Third party requesting payment in cash and/or refusal to sign formal commission or fee agreement, or provide invoice or receipt of such payment;
- e. Third party requesting payment to be made to an account in a country or location different from where the third party resides or conducts business;
- f. Third party requesting unexpected additional fee or commission to 'facilitate' certain services;
- g. Third party demanding lavish entertainment/hospitality or gifts prior to the commencement or continuation of contractual negotiations or provision of services;
- h. Third party requesting payment to be made to 'overlook' potential legal violations;
- i. Third party requesting that employment or some other advantage is provided to a friend or relative;
- j. Receipt of non-standard or customized invoice from third party(ies);
- k. Third party insisting for 'under-the-table' business relation(s) or refusal to agree to terms in writing;
- l. Amounts stated in the invoice not proportionate to the service(s) stated to have been provided (payment larger compared to the service received);
- m. Third party requesting for the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to Invenio; and/or
- n. Third party offering an unusually generous gift or lavish hospitality