

## **Bribery Policy**

### **Introduction by the President**

We are committed to conducting our business around the world with the highest degree of integrity. This commitment includes a zero tolerance approach towards all forms of bribery and corruption.

This Bribery Policy and has been formally approved by the Board of Directors and extends to all of the business dealings and transactions in all countries around the world in which we, our associates, partners or agents operate.

It is a mandatory requirement that anyone who performs services on our behalf, including directors, officers, employees, partners, agents, advisors, member nations, event organisers and suppliers comply with this Bribery Policy, and you should ensure that you are fully familiar with its contents, refreshing your memory as necessary from time to time. We have appointed a Compliance Officer (whose contact details are set out in Section 5 below) to whom you can address any queries or concerns.

Engaging in bribery and corruption is unlawful and anyone found to have breached this Bribery Policy will be subject to disciplinary action which may result in dismissal or other serious sanctions. Breaches of this Bribery Policy by member nations, event organisers, suppliers, partners or third party contractors and our advisors may result in action being taken by us.

Further, engaging in bribery and corruption whether at home or abroad will constitute a criminal offence which can leave both you and us potentially liable to investigation by the relevant authorities with the possibility of serious criminal sanctions being imposed. Such sanctions can include, but are not limited to, imprisonment.

All of us share a responsibility to ensure compliance with this Bribery Policy and, should you become aware that any person acting or purporting to act on our behalf of may have committed an act of bribery or corruption, then you must report your concerns immediately to the Compliance Officer. In addition to this Bribery Policy, we operate a strict Whistleblowing policy (available via the ITF website or via the Employee Handbook), and you can be assured that reporting any concerns will not result in you receiving any negative treatment.

I know that everyone shares the commitment of the Board of Directors to ensuring that the highest standards of integrity are maintained and that I can count on you for your full support.

Thank you.



**David Haggerty – President**

## **1 DEFINITION OF BRIBERY AND CORRUPTION**

- 1.1 For the purposes of preparing this Bribery Policy and the compliance programme associated with it, we have defined “Bribery” and a “Bribe” to mean:  
“the offering, promising, giving, accepting or soliciting of an advantage (whether financial or otherwise) as an inducement for an action which is illegal or a breach of trust”.
- 1.2 We have defined “Corrupt”, “Corruption” and “Corrupt Activities” to mean:  
“the abuse of entrusted power for private gain”.
- 1.3 To assist in the identification of behaviour or actions which may be considered to constitute a Bribe and circumstances where individuals should be particularly alert to the risk of Bribery or Corruption taking place, a non-exhaustive list of examples of acts of Bribery and indicators that an individual may be liable to engage in Corrupt Activities are set out in Schedule 1 at the end of this Bribery Policy.

## **2 GENERAL ANTI-CORRUPTION AND BRIBERY OBLIGATIONS**

- 2.1 We are committed to conducting its business around the world with the highest degree of integrity and in full compliance with all applicable laws. This commitment includes a zero tolerance approach towards all forms of Bribery and Corruption and we are committed to maintaining in force appropriate checks and procedures to ensure that all persons working for or dealing with us respect and comply with this Bribery Policy .
- 2.2 We, our directors, employees, licensees, officers, consultants partners and agents must not engage in any form of Bribery or other Corrupt Activities anywhere in the world nor will we request that any third party does so on its behalf. This prohibition includes, but is not limited to, the payment or receipt of Bribes by or on our behalf and/or encouraging, asking or arranging for anyone else to make or receive Bribes for us.
- 2.3 This Bribery Policy has been formally approved by the ITF Board of Directors and any breach will be considered by us to be a serious offence.
- 2.4 Anyone who is found to have breached this Bribery Policy will be liable to disciplinary action in accordance with our disciplinary policy (which is available in the Employee Handbook via Sharepoint) which may result in dismissal or other serious sanction. Breaches of this Bribery Policy by customers, licensees, third party contractors and our advisors may result in punitive actions being taken by us.
- 2.5 Equally, no one will face less favourable treatment nor be discriminated against in any way as a result of us losing business due to that person complying with their obligations under this Bribery Policy .

## **3 INTERACTION BETWEEN THIS BRIBERY POLICY AND OTHER LAWS AND REGULATIONS**

- 3.1 This Bribery Policy sets out the minimum standards and requirements which we expect to be adhered to. Where the local laws or customs in any country in which we carry out business provide that a higher standard of conduct is required then, that higher standard must be followed and, anyone acting on our behalf must do so at all times in accordance with all applicable written local laws.

- 3.2 In addition to the support and guidance provided by us through our policies and procedures it is your responsibility to ensure that you take appropriate steps so that you are informed of the relevant local laws and regulations.

## 4 USE OF PERSONAL FUNDS

- 4.1 The use of our money to fund any activities which are prohibited under this Bribery Policy is strictly prohibited in all circumstances.
- 4.2 Further, the use of personal funds to finance any activities which are prohibited under this Bribery Policy is also strictly prohibited in all circumstances. The fact that reimbursement of the cost of any prohibited activity was not sought will not constitute justification or a defence for breaching this Bribery Policy or for committing any criminal offence.

## 5 COMPLIANCE OFFICER

- 5.1 Whilst the ITF Board of Directors retains ultimate accountability for compliance with the requirements of this Bribery Policy, we have appointed the Senior Executive Director, Finance & Administration as its designated Compliance Officer.
- 5.2 The Senior Executive Director, Finance and Administration has day to day responsibility for oversight of our anti-bribery and corruption efforts and for reporting on progress and compliance with this Bribery Policy to the Board of Directors.
- 5.3 If you have any queries or comments concerning this Bribery Policy or, should you need to report any concerns regarding potential breaches of this Bribery Policy then you should raise those in the first instance with the Senior Executive Director, Finance & Administration confidentially in writing by emailing [FinanceTeam@itftennis.com](mailto:FinanceTeam@itftennis.com) marking the subject line FAO: Senior Executive Director, Finance & Administration
- 5.4 Should you need to report any concerns regarding potential breaches of this code by a member of the ITF Board of Directors, other than the ITF President, you should raise this in the first instance with the office of the ITF President confidentially in writing by emailing [Presidential@itftennis.com](mailto:Presidential@itftennis.com) marking the subject line FAO: ITF President.
- 5.5 Should you need to report any concerns regarding potential breaches of this code by the ITF President, you should raise this confidentially in writing by email to [commission@itf-ethics.com](mailto:commission@itf-ethics.com) marking the subject line FAO Ethics Commission Chair

## 6 SIGNIFICANT AREAS OF RISK FOR THE ITF

- 6.1 The following areas have been identified as being areas of riskus;
- (a) The locations of some of our activities, in countries with less developed Anti-bribery legislation.
  - (b) The dealings that we and our business partners have with foreign governments and foreign public officials.
  - (c) Our use of subsidiaries in foreign jurisdictions, which limits the direct control that we have in relation to business transactions.
  - (d) The receipt of gifts by our employees.
  - (e) The giving of gifts by us

- (f) Our use of consultants, freelance agents and sponsorship agents
- (g) At present a fairly limited understanding across the organisation of the UK Bribery Act and its requirements.

## **7 FACILITATION PAYMENTS**

- 7.1 In certain countries, it may be customary to make small payments to local officials in order to obtain the performance of “non-discretionary or clerical routine government actions” such as obtaining visas or securing customs clearance.
- 7.2 We are committed to identifying and eliminating the practice of making unlawful facilitation payments and extreme caution must be exercised in response to any request that a facilitation payment should be made by or on our behalf as such payments should be considered to be at high-risk of constituting a Bribe.
- 7.3 The payment of facilitation payments by or on our behalf is therefore only ever permitted if all of the following conditions are met:
  - (a) the payment is permitted in accordance with the written local laws of the country in which the official in question is based;
  - (b) the payment does not constitute a breach of any laws or regulations with international or extra-territorial effect (for example, the US Foreign Corrupt Practices Act and similar UK laws);
  - (c) the payment does not otherwise constitute a breach of this Bribery Policy ; and
  - (d) a receipt is obtained for the payment in question from the official in question or, where that is not possible, a full record is made of the payment and the reasons for making it.
- 7.4 Given our commitment to identifying and eliminating the practice of making unlawful facilitation payments, you must report to the Compliance Officer any request for a facilitation payment to be made on our behalf which does not meet all of the conditions set out above.
- 7.5 Facilitation payments can be a difficult and complex area and it is not always easy to establish if a particular request is permitted. If you are in any doubt as to whether a particular request is lawful or permitted under this Bribery Policy then you must seek further advice from the Compliance Officer before making or agreeing to make any such payment.

## **8 EMERGENCIES AND PERSONAL SAFETY**

- 8.1 We acknowledge that in rare circumstances, individuals may be placed in extreme situations involving duress, extortion or threats to personal health or safety unless they agree to engage in conduct which would ordinarily constitute a breach of this Bribery Policy.
- 8.2 In these circumstances, the making of payments or the taking of other actions which would ordinarily constitute a breach of this Bribery Policy is permitted provided that the incident in question is reported to the Compliance Officer as soon as possible and, the individual in question participates in any subsequent investigation by the usand/or any enforcement authorities.

## **9 HOSPITALITY AND GIFTS**

9.1 Corporate hospitality and promotional, or other business expenditure which seeks to improve our image, better present our products and services or establish cordial relations, is recognised as an established and important part of doing business. Such hospitality and expenditure must not however be used to influence other people to secure business or a business advantage for us. The following should therefore be complied with:

9.2 **Entertainment**

(a) From time to time, it may be appropriate for us, in the course of legitimate business dealings, to provide reasonable and proportionate entertainment to third parties. However, we must ensure that any such entertainment does not constitute (nor risk being perceived as constituting) bribery.

(b) Accordingly, entertainment may only be provided to third parties on our behalf if the following rules are adhered to:

(i) **No Lavish, Costly or Inappropriate Entertainment**

Any form of entertainment which might be considered to be lavish, expensive or inappropriate and is not part of legitimate business purposes, is prohibited in all circumstances.

The total cost of any entertainment provided to any one person on any one occasion must be proportionate and reasonable taking into consideration the activity to which it is applied.

Individuals providing or authorising the provision of entertainment on our behalf must keep full records of any entertainment provided to enable us to verify compliance with this requirement.

(ii) **Entertainment to be Paid for Directly**

We should pay the cost of any entertainment provided directly to the relevant service provider i.e. the restaurant or hotel in question.

In exceptional circumstances, it may be necessary to reimburse third parties for the cost of entertainment which we are paying for. This is only permitted if the following requirements are met:

(A) such indirect payments must not become a matter of routine or course;

(B) reimbursement must not be provided where there is any suggestion that the service provider in question is in some way connected with the third party to whom the we are making payment and/or that such third party will receive a commission or "cut" from that service provider of any payments which it receives from the us; and

(C) original itemised receipts from the applicable service providers must be obtained from the third party to whom payment is being made. Copy or generic receipts generated by that third party itself are not acceptable.

(iii) **No Cash Allowances**

In relation to entertainment under no circumstances are cash or cash allowances (such as the provision of "per day" cash payments to individuals which we have no control over the spending of and, no receipts evidencing payments from that money are expected to be provided) to be paid as part of any entertainment provided by us. For the avoidance of doubt, this does not include per diem allowances paid to Board and Committee members.

(iv) **ITF Representative to be Present**

It is only appropriate for us to fund entertainment at which ITF representatives are present or which is clearly endorsed by or connected with us – for example, sponsorship of an exhibition or event open to the general public where it is clearly unrealistic for an ITF representative to be continually present. However, the provision of specific entertainment for specific individuals where no ITF representative is present is prohibited in all circumstances

(v) **Person to whom Entertainment may be Provided**

In the usual course of dealings, we expect that entertainment should only be provided to those individuals with whom we have business dealings or are looking to have business dealings (for example, prospective or target clients). However, we also acknowledge that in certain circumstances and, provided that all other requirements of this Bribery Policy are met, it may be appropriate to extend some entertainment to family members of an individual.

In this respect, we expect individuals to adopt a common sense approach which reflects both the spirit and letter of this policy to decide whether it would be appropriate in the circumstances to provide entertainment to family members and to refer any uncertainties to the Compliance Officer. For example, hosting a table at a charity ball to which clients and their partners are invited is unlikely to result in any breach of this Bribery Policy whereas paying for a client and their partner to go on holiday is clearly inappropriate.

(vi) **Timing of Entertainment**

Entertainment must not be provided in order to specifically influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be given to when any entertainment is provided and under no circumstances should entertainment be provided (nor should any offer be made to provide entertainment at a later date) during the course of negotiations between us and any third party without the prior approval of the Compliance Officer.

(c) In addition to applying where we are providing entertainment to a third party, the above rules apply equally where a third party offers to entertain you.

(d) You are only permitted to accept entertainment from third parties with whom we deal and which meets all of the above requirements and you must not accept any form of entertainment where doing so might be interpreted as you accepting a Bribe or result in any suggestion that you are obliged to act other than in our best interests or in breach of this Bribery Policy.

(e) Any offer to provide you with entertainment, which, if accepted, would constitute a breach of this Bribery Policy, must be reported as soon as possible to the Compliance Officer.

### 9.3 **Gifts**

(a) From time to time, it may be appropriate for us, in the course of legitimate business dealings, to provide reasonable and proportionate small gifts to third parties. However, we must ensure that any such gifts do not constitute (nor risk being perceived as constituting) Bribery.

(b) Accordingly, gifts may only be provided to third parties on the our behalf if the following rules are adhered to:

(i) **No Cash Gifts**

Under no circumstances are cash gifts to be provided on the our behalf.. This prohibition includes not only cash but any form of "cash equivalent" such as gift vouchers.

(ii) **Gifts to be of Nominal Value**

Gifts must be of nominal value and in no circumstances should any gift be open to the accusation that it is lavish or excessive. Accordingly, the cost of any single gift should not exceed \$250.

(iii) **Gifts to be Limited Only to Those Dealing with the ITF**

Gifts may only be provided to those individuals with whom we have business dealings and, where appropriate, their spouse or partner. The provision of discrete gifts paid for by us must not be extended to other family or friends of the individual in question.

(iv) **Gifts to be Given Openly**

Gifts should be given in an open and transparent manner. Gifts must not be given in secret nor any attempt made to disguise the fact that a gift has been provided on our behalf to a particular person.

- (v) **Timing of Gifts**  
Gifts must not be given in order to specifically influence or attempt to influence any third party to follow a particular course of action. Accordingly, careful consideration should be given to when any gift is provided and under no circumstances should gifts be given (nor should any offer be made to provide a gift at a later date) during the course of negotiations between us and any third party without the prior approval of the Compliance Officer.
- (vi) **No Routine Gifts**  
Gifts must not be given as a matter of routine or course and should be linked in most cases to a particular occasion or event – for example, attendance at an ITF event in an official capacity, the provision of small promotional items such as branded clothing or the sending of congratulatory flowers to a customer on the birth of a child. Other than in the case of small promotional items which are being provided by us generally, the number of gifts given to any person on our behalf in any year should be reasonable and proportionate to their level of involvement in our business.
- (c) In addition to applying where we are providing a gift to a third party, the above rules apply equally where a third party offers a gift to you.
- (d) All gifts that are received by you with a value in excess of \$250 must be recorded in the ourgift register.
- (e) You are only permitted to accept gifts from third parties with whom we deal with and which meet all of the above requirements and you must not accept any gift where doing so might be interpreted as you accepting a Bribe or result in any suggestion that you are obliged to act other than in our best interest or in breach of this Bribery Policy.
- (f) Any offer to provide you with a gift which if accepted, would constitute a breach of this Bribery Policy must be reported as soon as possible to the Compliance Officer.

## 10 REPORTING CONCERNS

- 10.1 In the event that you become aware that anyone who is subject to this Bribery Policy has committed any breach (or should you suspect that they may have done so but are not certain) then you must report your concerns immediately to the Compliance Officer for further investigation.
- 10.2 Any concern which you report to the Compliance Officer will be treated in confidence and investigated as soon as possible. Unless doing so would compromise the course of any investigation or enforcement action, the Compliance Officer will keep you informed of the status and ultimate outcome of that investigation.
- 10.3 We wish to encourage a culture where individuals feel able to raise concerns about the manner in which we are conducting our business without fear of retaliation or reprisal. Accordingly, we strictly prohibit the taking of such action against any individual who reports any breach or suspected breach of this Bribery Policy. Further details of the measures which we have taken to ensure this are set out in our Whistleblowing policy (which is available on the ITF Tennis website or our Employee Handbook).

## 11 DEALING WITH AGENTS, SUPPLIERS AND OTHER THIRD PARTIES

- 11.1 We regularly deal with third parties (such as licensees, agents, consultants, partners and suppliers) who may act on its behalf or otherwise be perceived as being connected with

us. All such third parties are subject to this Bribery Policy in the same way as everyone is and, you must not ask or authorise any third party to do anything on our behalf which we do not permit under this Bribery Policy to do directly itself.

11.2 The following specific rules apply to our dealings with any such third parties:

(a) **Due Diligence to be Undertaken**

Before entering into any Business arrangement with a third party who will be acting on the behalf of or representing us, appropriate enquiries should be made into their background, capabilities and reputation. In particular, consideration should be given as to whether there is any suggestion or risk that the third party in question might be particularly susceptible to engaging in Bribery or other forms of Corrupt Activities

Whilst it is acknowledged that some limited dealings with such third parties may be necessary before the due diligence process on that third party has been completed and/or a written agreement entered into with us this should be considered to be the exception rather than the rule and in any event is only permitted if the following guidelines are followed:

- (i) it is never appropriate to engage third parties to undertake high-value, high-risk or complicated transactions without the due diligence process on that third party having been satisfactorily completed and a signed written agreement entered into;
- (ii) it is never appropriate to engage third parties before the due diligence process on that third party has been satisfactorily completed and a signed written agreement entered into if there are any signs that such third party will (or is likely to) engage in Bribery or other Corrupt Activities on our behalf; and
- (iii) engaging third parties prior to the due diligence process on that third party having been satisfactorily completed and a signed written agreement entered into should only ever be considered to be an interim measure. The unwillingness of a third party to participate in a timely manner in the due diligence process and/or delays or refusals to enter into a written agreement without good reason should be considered signs that such third party is susceptible to engaging in Bribery or other forms of Corrupt Activities.

(b) **Concerns Must be Reported**

If you are aware (or have reason to suspect) that any third party acting on our behalf has committed any breach of this Bribery Policy then you must report those concerns to the Compliance Officer in accordance with Section 11 above.

Failing to report concerns about a third party acting on our behalf, “turning a blind eye” to unacceptable conduct or deliberately ignoring signs which suggest that a third party is or may be engaging in Bribery or other forms of Corruption are all considered to be breaches of this Bribery Policy . In addition, such behaviour may expose you to the risk of personal criminal liability.

(c) **Payments to Third Parties to be Reasonable and Justifiable**

We must avoid the accusation that it has engaged in Bribery by paying “over the odds” to any third party who is providing goods or services to us.

Whilst we accept that given the nature of its business and the realities of commercial negotiation, there can be no definitive rule as to how payments to third parties should be calculated, the following guidelines must be adhered to:

- (i) in all of the circumstances, payments should be commercially reasonable, commensurate with the goods or services which have been provided to us and generally in accordance with the same level of charges made by other third party suppliers providing similar goods or services in the country in question;
- (ii) charges which are calculated by reference to significant commissions or success fees should be used with caution and are not appropriate where they may motivate the third party in question to engage in Bribery or other forms of Corrupt Activities;

- (iii) no significant payment may be made to any third party unless and until an itemised invoice for the charges in question has been provided to us and those charges accord with the agreed payment arrangements with that third party;
- (iv) payments must be made direct to the third party providing goods or services to us and remitted to a bank account located in the same country in which that third party is established. Payment in cash is not permitted except where authorised by the Compliance Officer; and
- (v) variations to the charges payable by us to third parties are only permitted where those are in accordance with the agreed terms of the relevant written agreement or are otherwise agreed to by us as commercially justifiable. Sudden requests by a third party to significantly increase the charges payable to them where there is no apparent increase in their costs or other good justification should be considered signs that such third party is susceptible to engaging in Bribery or other forms of Corrupt Activities.

## **12 CHARITABLE AND POLITICAL DONATIONS**

- 12.1 From time to time, we may make charitable donations either of its own volition or in response to requests from third parties.
- 12.2 Care must be taken when making any charitable donation on our behalf to ensure that such donation is for bona fide charitable purposes and is not in reality a Bribe (or likely to be considered to be a Bribe by an independent observer).
- 12.3 Accordingly, all charitable donations to be made by us must be pre-authorised by the Compliance Officer.
- 12.4 As a matter of policy, we do not make donations to political parties and no person is authorised to make or authorise payments to political parties which purport to be on our behalf..

## **13 SPONSORSHIP**

- 13.1 Unless you have been granted our specific authority to do so, you may not enter into any sponsorship arrangement on our behalf nor agree that any third party may represent that they (or their products or services) are in any way affiliated with or sponsored or endorsed by us.
- 13.2 You should refer any sponsorship or endorsement requests which you receive to the ITF Executive Director, Commercial.
- 13.3 If you become aware that any third party is falsely claiming to be affiliated, sponsored or endorsed by us then you must report that to the Compliance Officer as soon as possible.

## **14 DECLARATION OF INTERESTS**

- 14.1 Everyone must declare any personal or business interests that they or a close relative has in relation to any current or future business transaction. Any such interests must be reported to the Compliance Officer.

## **15 INVESTIGATIONS AND AUDITING**

- 15.1 The Compliance Officer will monitor the effectiveness and review the implementation of this Bribery Policy regularly, considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.
- 15.2 All people subject to this Bribery Policy are responsible for its success and should ensure that they use it to disclose any suspected bribery or suspicious circumstances to the Compliance Officer. The Compliance Officer is responsible for investigating any suspicious activity or reports made to her.
- 15.3 The Compliance Officer is responsible for the creation of policies and procedures in relation to how reports of suspicious activities will be investigated.
- 15.4 It is the responsibility of the Compliance Officer to report to the Board of Directors on a regular basis in relation to our performance under this Bribery Policy and in relation to any incidents of bribery or corruption.
- 15.5 We acknowledge that our business and potentially the risks of bribery and corruption it faces will change over time, and it is the responsibility of the Compliance Officer to ensure that this Bribery Policy and other anti-bribery and corruption procedures remain relevant to us and to respond to other external stimuli that may affect the procedures that we need to have in place.

## 16 ANNUAL REVIEW

- 16.1 This Bribery Policy and the supporting controls and procedures which we have put in place to assist with compliance will be subject to review by the Board of Directors at least annually and, any changes or additions will be communicated to the wider organisation following approval.

## SCHEDULE 1

### 1 EXAMPLES OF ACTS OF BRIBERY AND CORRUPTION

1.1 The following is a non-exhaustive list of conduct and actions which we consider to constitute acts of Bribery:

- (a) the payment of cash or cash equivalents (such as gift vouchers) to individuals who may be able to influence a decision to award work to us or to government officials in order to secure favourable treatment for us and in either case, to members of their family or other persons associated with them;
- (b) the payment of unauthorised charitable or political donations by us where the individual requesting that we make that donation stands to personally benefit from it;
- (c) making loans to individuals who may be able to influence a decision to award work to us or to government officials in order to secure favourable treatment for us and in either case, to members of their family or other persons associated with them; and/or
- (d) the payment of facilitation payments;
- (e) paying for travel, accommodation, meals, expenses etc. for individuals who may be able to influence a decision to award work to us or to government officials in order to secure favourable treatment for us and in either case, to members of their family or other persons associated with them (unless permitted in accordance with Section 9 above).

### 2 EXAMPLES OF BEHAVIOUR WHICH SUGGESTS AN INCREASED RISK OF BRIBERY OR CORRUPTION

2.1 The following is a non-exhaustive list of conduct, circumstances and actions which the we consider to constitute warning signs that a third party with whom we have dealings may be particularly susceptible to the risk of engaging in Bribery or other forms of Corrupt Activity:

- (a) dealings in any country which has been independently assessed or has a reputation for being particularly susceptible to Corruption – see for example the annual independent Corruption Perceptions Index published by Transparency International at <http://www.transparency.org/>;
- (b) dealings with individuals who have a close personal relationship with government officials, particularly if that official has responsibility for an area which might impact on the transaction under discussion and/or is located in a high-risk country as referred to above;
- (c) dealings with individuals or organisations who adopt an unjustified or unusual degree of secrecy and/or who refuse to answer any reasonable questions about their conduct;
- (d) requests for us to make payment of charges due from it in cash; to countries other than that where the party receiving payment is based; to third parties not involved in the transaction in question; and/or in the absence of a formal receipt or invoice detailing how the charges in question have been incurred;
- (e) requests for sudden increases in charges for no apparent or justifiable reason; and/or requests for us to pay non-contractual, inflated or unexpected bonuses, commissions or expenses claims;
- (f) any requests for us to assist in keeping transactions or accounts “off the record”;
- (g) refusal or unwillingness of individuals to allow us to deal with anyone other than them within their organisation;
- (h) refusal, unwillingness or undue delay in complying with our due diligence processes;
- (i) refusal, unwillingness or undue delay in entering into a written agreement with us and/or continually raising further issues each time a written agreement looks likely to be concluded; and/or

- (j) any other request, conduct or circumstance which appears to be suspicious or “not quite right” particularly if you would not wish your involvement with that request, conduct or circumstance to become a matter of public knowledge.