

# **AntiBribery and AntiCorruption Policy**

Last Updated: January 14, 2026

## **LEGAL DISCLOSURE:**

Bell & Holmes Research Ltd.

Panagias Evangelistrias Street No. 89, 4156 Kato Polemidia – Limassol, Cyprus.

Managing Director: Philip von Haussen

Company Secretary: Dirk Ahmels

Company Reg. No.: HE 429115

EU-VAT: CY10417342P

## **1. Purpose and Scope**

- 1.1 Bell & Holmes Research Ltd. (“we”, “our”, “us”) is committed to conducting all business and professional activities with integrity, transparency, and in compliance with all applicable anti-bribery and anti-corruption laws.
- 1.2 This Anti Bribery and Anti Corruption Policy (“Policy”) applies to:
  - a. all of our agent, contractors, consultants, and any third parties acting on our behalf; and
  - b. respondents, interviewees, or any other participants in our research activities (“Respondents”).

## **2. Definitions**

- 2.1 “Advantage” means any payment, gift, hospitality, service, favour, job opportunity, or other thing of value.
- 2.2 “Bribery” means the offering, promising, giving, requesting, agreeing to receive, receiving, or accepting of any Advantage as an inducement for, or reward for, an action which is illegal, improper,

or a breach of trust in the course of business.

2.3 “Facilitation Payment” means any payment, regardless of amount, made to a public official or another person to secure or expedite the performance of a routine, non-discretionary governmental action.

2.4 “Improper Advantage” means any Advantage, whether financial or otherwise, intended to secure an illegitimate or unfair business benefit or outcome.

### **3. Policy Statement**

3.1 We adopt a zero-tolerance approach to Bribery, Facilitation Payments, and Improper Advantages.

3.2 No person to whom this Policy applies shall:

- engage in, authorise, or permit Bribery;
- make, offer, authorise, or accept any Facilitation Payment; or
- offer, request, provide, or accept an Improper Advantage, whether directly or indirectly, in connection with any of our business activities, including research and data collection.

### **4. Application to Research and Respondent Interactions**

4.1 Participation in our surveys, interviews, or research is voluntary.

4.2 We do not offer, provide, or promise any Advantage for the purpose of influencing the content, nature, or substance of a Respondent’s answers.

4.3 If a nominal token of appreciation is provided to a Respondent, it shall:

- be lawful under all applicable laws;
- be pre-approved through our internal compliance process; and
- not be intended, and not be reasonably perceived, as an incentive to alter the honesty or accuracy of information provided.
- Such tokens of appreciation are administered through a

third-party incentive delivery platform (currently Tremendous, <https://www.tremendous.com/> ), strictly as a lawful and transparent expression of thanks for participation, and not as a means of influencing responses.

- 4.4 We will not request, solicit, or accept any Advantage from a Respondent in exchange for participation or preferential treatment.
- 4.5 We shall not be responsible or liable for the accuracy, completeness, or truthfulness of any information, responses, or statements provided by Respondents. Any errors, omissions, misrepresentations, or concealment in Respondents' contributions shall not give rise to any liability on our part.

## **5. Record-Keeping**

- 5.1 All expenses, payments, and benefits provided to Respondents or third parties in connection with our research activities must be accurately and completely recorded in our books and records.
- 5.2 No false, misleading, or artificial entries shall be made.

## **6. Reporting Suspected Breaches**

- 6.1 Any person to whom this Policy applies, who becomes aware of or suspects a breach of this Policy, shall promptly report it to: [request@bellandholmes.com](mailto:request@bellandholmes.com) .
- 6.2 All reports will be investigated and reviewed. We will maintain confidentiality to the extent possible and take disciplinary or contractual action where appropriate.

## **7. Consequences of Breach**

- 7.1 Any breach of this Policy may result in disciplinary action (up to and including dismissal), termination of contract, and/or legal action.
- 7.2 In some jurisdictions, Bribery and related offences are criminal

offences punishable by fines and imprisonment.

## **8. Policy Review and Amendments**

This Policy may be updated from time to time and the most recent version will always be available on our website.

## **9. Relationship with Other Policies**

- 9.1 This Policy forms part of the suite of policies and terms that govern your interaction with us. It should be read together with, and is incorporated by reference into, our policies and terms.
- 9.2 References in this Policy to the "[Privacy Policy](#)" or "[Cookie Policy](#)" mean the versions of those policies as published on our website from time to time. In the event of any inconsistency, the provisions of the [Terms & Conditions](#) shall prevail to the extent of the conflict, except where applicable law requires otherwise.