

Anti-Bribery and Anti-Corruption Policy

Version 0.99 · 7 October 2026

Company	Pride Legal Co., Ltd. (บริษัท ไพร์ด ลีเกิ้ล จำกัด), registration no. 0105569087213
Version	0.99, an interim version published until version 1.0 is issued
Effective	7 October 2026
Owner	Director: Tanik Tangburanakij
Review	Every December, and whenever the service or the law changes
Applies to	Every staff member and every associated person (clause 2)

1. Commitment and purpose

- 1.1 Pride Legal does not give, offer, promise, request or accept a bribe, in any amount, in any form, to or from any person, in Thailand or abroad. The rule has no threshold and no exception, and it applies equally to state officials and to private persons.
- 1.2 This policy has three purposes:
 - (a) **to guide staff** — to give every staff member a decided answer, in advance, for the situations the work actually produces, so that no one has to invent a response at a government counter with a client waiting;
 - (b) **to protect staff** — to move the risk of refusing a payment from the individual to Pride Legal, so that a staff member who refuses, or who reports, suffers no loss for doing so; and
 - (c) **to answer partners and clients** — to give any hotel, planner, employer or other counterparty that must itself comply with anti-bribery law a written statement of the controls Pride Legal operates.
- 1.3 The risk is structural in this business. Every matter depends on an act performed by a state official — a district registrar recording a marriage, or the Ministry of Foreign Affairs legalizing a document — on a fixed timetable, for a client who has travelled to Thailand and has a return date. Contact with officials, official discretion over timing, and time pressure on the payer are present on every matter. A registration



obtained by payment is also a defect in the client's own legal position, because the client's home authorities may later examine how the marriage record was obtained.

- 1.4 Pride Legal is itself criminally liable for a bribe that any person associated with it — its representative, an employee, an agent, or anyone acting for or on its behalf, with or without authority — gives to a state official for Pride Legal's benefit, unless Pride Legal had appropriate internal control measures in place to prevent it (section 176 of the Organic Act on Anti-Corruption B.E. 2561 (2018)). The records this policy produces (clause 11) are that evidence, and they can only be made before an event, never after it.

Who	Penalty under Thai law
The person who gives, offers or agrees to give	Up to 5 years' imprisonment, a fine up to ฿100,000, or both (Organic Act s.176; Penal Code s.144)
The official who demands or accepts	5 to 20 years' or life imprisonment and a fine of ฿100,000 to ฿400,000 (Organic Act s.173; Penal Code s.149)
Pride Legal, where the person is associated with it	A fine of one to two times the damage caused or the benefit received (Organic Act s.176)

- 1.5 This policy follows the eight principles of the National Anti-Corruption Commission's guidelines on appropriate internal control measures for juristic persons, and the six principles of the United Kingdom Ministry of Justice guidance on adequate procedures under the Bribery Act 2010, so that a partner bound by either standard can rely on it.

2. Who this policy binds

- 2.1 **Staff member** means the Director, every employee (including an employee on probation) and every intern of Pride Legal.
- 2.2 **Associated person** means any other person who performs services for or on behalf of Pride Legal, including translators, witnesses, couriers and drivers, legalization or document agents, referral partners (hotels, wedding planners and others), consultants and any future local agent.
- 2.3 This policy binds every staff member directly and binds every associated person through the written terms in Annex D. It applies to dealings with Thai and foreign state officials and with private persons, wherever the dealing takes place.
- 2.4 Where a law, or a contract with a client or partner, imposes a stricter rule, the stricter rule applies.



3. Definitions

- 3.1 **Benefit** means anything of value, whether given directly or through another person: money, a gift, a meal, entertainment, travel or accommodation, a loan, a discount, a favour, a job or an internship, a donation or a sponsorship.
- 3.2 **Bribe** means a benefit offered, promised, given, requested or accepted in order to influence or reward the performance of a function, or to obtain or keep business or an advantage. A benefit is a bribe because of its purpose; its size, its form and whether the decision actually changed are irrelevant, and an offer that is refused is already an offence.
- 3.3 **State official** means any person who holds a position or performs a function in a Thai government agency, state enterprise or local administration (including district registrars and their staff, and officers of the Ministry of Foreign Affairs), any official of a foreign state (including embassy and consular staff), and any official of an international organisation.
- 3.4 **Facilitation payment** means a payment, usually small, made to a state official to perform, or to perform faster, an act that the official is already obliged to perform.
- 3.5 **Official fee** means a fee fixed by law or published by the government body concerned, paid to that body against an official receipt issued in the body's name.

4. The rules

- 4.1 **No bribery of state officials.** No staff member or associated person gives, offers or promises any benefit to a state official in connection with any matter, and no one agrees to do so on Pride Legal's behalf.
- 4.2 **No bribery in business.** No staff member or associated person gives or accepts a benefit to or from a private person (for example an employee of a hotel, a planner, a translation office or a supplier) in order to obtain business or an advantage improperly.
- 4.3 **No facilitation payments.** Thai law contains no exception for a facilitation payment, and the National Anti-Corruption Commission's guidelines state that a business should not pay one to a state official in any case. Pride Legal makes none. An official who accepts a payment commits an offence whether or not the act paid for is lawful (Penal Code s.149), so a payment to obtain or to accelerate an official act is never safe, at ฿100 as much as at ฿100,000.
- 4.4 **The ฿3,000 figure is not an allowance.** The rule that permits a state official to accept property worth not more than ฿3,000 per giver per occasion limits what an official may receive as a courtesy (section 128 of the Organic Act, and clause 6 of the NACC Notification on the Ethical Receipt of Property or Benefits by State



Officials B.E. 2563 (2020)). It is not a threshold below which a payer may pay for an outcome, and it has no application to any payment connected with a matter.

- 4.5 **Official fees only.** Every payment to a government body is an official fee, paid to the body itself against an official receipt. A faster service is used only where the body publishes it as a service with its own fee and receipt.
- 4.6 **Nothing through others.** No associated person may make, on Pride Legal's behalf, a payment that Pride Legal itself could not make. Pride Legal pays no round sum to any agent; every payment to an associated person is tied to a described service actually performed (clause 7).
- 4.7 **Conflicts of interest.** A staff member declares in the Register (Annex B) any personal interest that could influence a decision — for example a relative who works at a district office, or a payment from a supplier — before acting on the matter concerned.
- 4.8 **No political contributions; approved donations only.** Pride Legal makes no contribution to a political party or candidate. A charitable donation or sponsorship is made only with the Director's written approval, only to a registered organisation, never in connection with a pending matter or a state official, and is recorded in the Register.
- 4.9 **Jobs and internships.** No job, internship or placement is offered to a state official, or to a relative of a state official, in connection with a matter or a decision.

5. Gifts and hospitality

- 5.1 **To state officials: none.** Pride Legal gives no gift, meal, hospitality or other benefit to any state official, in any amount, on any occasion. Printed material that explains the service (a brochure or a leaflet) is not a gift.
- 5.2 **Between staff and private persons** (clients, partners, suppliers), a gift or hospitality is permitted only where all four conditions are met:
 - (a) it is not cash or a cash equivalent (a transfer, a voucher or a gift card);
 - (b) it is not given or received while a decision involving that person is pending, such as a partner agreement under negotiation or a supplier under selection;
 - (c) its value does not exceed **฿1,000** per gift, or **฿1,000** per person for a meal, unless the Director has approved it in writing in advance; and
 - (d) it is entered in the Register (Annex B) within three working days.
- 5.3 **Gifts from clients.** A client who wishes to thank a staff member after a registration may give a gift within clause 5.2. Cash, transfers and vouchers are declined. Where a client insists and refusal would cause offence, the staff member accepts, records



it in the Register the same day and hands it to the Director, who decides whether it is returned or recorded as company income.

5.4 **Registration day.** The flowers provided on registration day are given to the couple and never to the district office or to any official. Photographs taken at the district office are taken with the consent of the persons photographed and are not a benefit to anyone.

5.5 Travel or accommodation for any person outside Pride Legal is paid only with the Director's written approval and is recorded in the Register.

6. The situations and the required response

6.1 The situations below are the ones the work produces. In each of them the correct response is the one stated, and a delay, a lost client or a lost matter that results from that response is never the staff member's fault.

Situation	Required response
S1 An officer asks for a payment that is not an official fee.	Refuse, using the script in clause 6.2. Do not pay and do not argue. Ask for the regulation or notice that sets the fee. Telephone the assigned lawyer within one hour. Record the event in the Incident Log the same day.
S2 An officer or any other person offers to make the matter faster for a payment.	Decline. Use only a faster service that the body publishes with its own fee and receipt. Record the offer.
S3 At the legalization counter, a person outside the counter offers a "fast track".	Decline. Pay only the published fee at the cashier, against a receipt.
S4 A translator, witness, courier or agent asks for money "for the officer", or offers to handle it.	Refuse. No associated person pays anything on Pride Legal's behalf. Report it to the lawyer the same day; the Director decides whether the engagement continues.
S5 A client offers money to speed the matter up, or asks a staff member to pay an officer.	Decline, using the client script in clause 6.2. Explain that a payment would put the client's marriage record at risk. Record it. The client is not treated as having done wrong by asking.
S6 A client, partner or supplier offers a staff member a gift.	Apply clause 5.
S7 An officer refuses to proceed without a payment, and the client's timetable is at risk.	Pride Legal accepts the delay. The lawyer escalates through official channels: the registrar's superior or the district director, a written request, or another district office. The client is told of the delay at once.
S8 A demand is made with a threat to a person's life, liberty or physical safety.	Safety comes first. A payment made under an immediate threat to safety is not a breach of this policy. Report it to the Director the same day; the Director records it and decides whether to report it to the police. A threat of delay or refusal of service is not a threat to safety.



- 6.2 The scripts below are said as written. The Thai lines are the ones that will be spoken at a counter.

To an officer — Thai

ขอภัยครับ/ค่ะ บริษัทของเราชำระเฉพาะค่าธรรมเนียมตามอัตราของทางราชการที่มีใบเสร็จรับเงินเท่านั้น หากมีค่าธรรมเนียมอื่น รบกวนแจ้งระเบียบหรือประกาศที่กำหนดค่าธรรมเนียมนั้นด้วยครับ/ค่ะ

To an officer — English

I am sorry. Our company pays only official fees, against an official receipt. If another fee applies, please show me the regulation or notice that sets it.

To a person offering a fast track — Thai

ขอบคุณครับ/ค่ะ แต่บริษัทไม่ใช้บริการเร่งรัดนอกช่องทางของทางราชการ

To a person offering a fast track — English

Thank you, but we do not use any fast-track service outside the official channel.

To a client — English

Thank you for wanting to help. We cannot pay, and we cannot let anyone pay, an official anything other than the official fee. A payment could put the validity of your marriage record at risk, and it is a criminal offence in Thailand. If there is a delay, we will tell you at once and find a lawful way forward.

7. Associated persons

- 7.1 **Before the first engagement**, the staff member who proposes an associated person completes the questions in Annex C and files the answers in that person's third-party file. The Director approves the engagement.
- 7.2 **Written terms**. Every associated person accepts the clause in Annex D, in a contract, an engagement letter or a signed acknowledgment, before performing any service.
- 7.3 **Payment rules**. An associated person is paid only against an invoice or a receipt that describes a service actually performed. A referral fee is paid only under a written agreement, only to the partner business itself with the knowledge of its management — never personally to one of its employees — and never to any person connected with a state body.
- 7.4 **Termination**. Pride Legal ends the engagement of any associated person who breaches this policy, without compensation, and may report the breach to the authorities.



8. Payments and records

- 8.1 Every payment to a government body is supported by the official receipt, is entered in the Transaction Log with the receipt attached, and is described by what was paid, to whom and for which matter. No entry may conceal the purpose of a payment.
- 8.2 Petty cash is held by the coordinator, is limited to ฿5,000, and is reconciled against receipts at each monthly close.
- 8.3 No staff member pays with personal money for anything outside the published fee schedule. A staff member who pays an official fee personally, against a receipt, is reimbursed in full.
- 8.4 No payment is split to avoid an approval limit, and no account is kept outside the company's books.

9. Reporting a concern

- 9.1 **Duty to report.** A staff member reports every request for a bribe, every offer of one and every suspicion of one — at once where it happens at a counter, and otherwise within three working days.
- 9.2 **Where to report.** A report is made to the Director, in person, by telephone, or in writing to tanik@pridelegal.co.th. A report about the Director is made to the independent recipient whom version 1.0 of this policy will name; until then it may be made directly to the Office of the National Anti-Corruption Commission under clause 9.4. A report may be made without a name, by letter or from any e-mail address.
- 9.3 **Response.** Pride Legal acknowledges a report within two working days, decides what action to take within 30 days, and tells the person who reported (where known) what was decided.
- 9.4 **External routes.** Any person may report directly to the Office of the National Anti-Corruption Commission (NACC, www.nacc.go.th) or to the police. Using an external route is never a breach of any duty owed to Pride Legal. A person who reports an offence to the NACC in good faith is protected by law from civil, criminal and disciplinary liability arising from the report, and the NACC may provide a lawyer and pay the costs of defending a retaliatory claim (sections 132 to 132/3 of the Organic Act, as amended by the Organic Act on Anti-Corruption (No. 2) B.E. 2568, in force since 6 June 2025).
- 9.5 **Protection.** No staff member is dismissed, demoted, penalised or disadvantaged in any way for refusing to pay, for a delay or a lost client that results from refusing, or for a report made in good faith, even if the report proves mistaken. Retaliation against a person who reports is a serious breach of this policy.



- 9.6 The identity of a person who reports is disclosed only to those who need it to deal with the report, or where the law requires.

10. Breaches

- 10.1 A staff member who breaches this policy is subject to disciplinary action under the Work Rules, which may include dismissal. A bribe given or accepted is a serious case for which the Work Rules do not require a prior warning.
- 10.2 An associated person who breaches this policy is dealt with under clause 7.4.
- 10.3 A report made in bad faith, knowing it to be false, is itself a breach of this policy.

11. Training, records and review

- 11.1 **Training.** Every staff member reads this policy and signs the attestation in Annex E within the first week of starting work and again every December. A situation met for the first time is added to clause 6 and circulated to all staff.
- 11.2 **Records.** The coordinator keeps the Register and the Incident Log in Annex B. A month in which nothing occurred is recorded as a nil entry, because a register with gaps cannot be told apart from a register nobody kept. The records are kept for at least ten years.
- 11.3 **Risk assessment.** Annex A records the risks this policy answers and the control assigned to each. The Director reviews it every December and whenever the service changes.
- 11.4 **Review.** Every December the Director reviews this policy, the Register and the Incident Log, and records in the minutes of the monthly meeting what they showed, what changed and what was decided.

12. Publication

- 12.1 This policy is published on pridelegal.co.th and is sent to any client or partner that asks for Pride Legal's anti-bribery policy.



13. Approval

- 13.1 This policy takes effect on the date of the Director's signature below and binds every staff member from that date.

For Pride Legal Co., Ltd.

Signed: Tanik Tangburanakij

Tanik Tangburanakij

Director · 7 October 2026



Annex A – Risk assessment

First version, 30 September 2026. Ordered from the highest exposure.

Point of contact and risk	Control
District office registration. The registrar decides on document acceptance, appointment slots and same-day completion; the client is present with a fixed departure date.	Scripts S1, S2 and S7; no cash carried beyond the official fee; the assigned lawyer reachable during the appointment; a same-day note on every appointment recording anything unusual. The district office notes record requirements and practice only, never which office is open to payment.
Ministry of Foreign Affairs legalization. Queue position and express service; the published expectation of four working days creates pressure when it slips.	Only the published fee, paid at the cashier against a receipt; a slip is told to the client as a delay and is never solved with money.
Consular appointments and embassy documents. Foreign officials control appointments and certificates.	Official fees against receipts; appointments only through the embassy's published channel.
Translators, witnesses and couriers. Associated persons who attend offices with the client; a payment by them binds Pride Legal.	Annex C questions, Annex D clause, payment only for a described service (clause 7).
Client offers. A client anxious about a deadline offers money to speed matters, or a gift after the registration.	Client script (clause 6.2); gifts under clause 5; the offer is recorded.
Referral partners. Hotels, planners and overseas partners receive referral fees.	Written agreement; fee paid to the business with its management's knowledge, never to an individual employee; never to anyone connected with a state body.
Company administration. Registrations, tax, permits and visas handled through agents.	The same associated-person rules; official receipts for all official fees.



Annex B – Register and Incident Log

Register – gifts and hospitality given or received, donations, sponsorships, conflicts of interest, and the monthly nil entry.

Date	Staff member	Counterparty	What, value and reason	Decision and approval

Incident Log – every request for a payment, every offer, every report and every payment under threat (S8).

Date and place	What happened	Response given	Reported to, when	Follow-up

Annex C – Questions before engaging an associated person

- Full legal name, registration number (for a business) or identity document (for an individual), and address.
- The service to be performed and how the fee is calculated.
- Whether the person, an owner or a relative holds, or held in the last two years, any position in a state body with which Pride Legal deals.
- Whether the person has ever been investigated, charged or convicted for bribery, fraud or corruption.
- Whether the person will use any subcontractor to perform the service, and who.
- The bank account into which the fee will be paid, which must be in the person's own name.
- Confirmation that the person has read this policy and accepts the clause in Annex D.



Annex D – Clause for contracts with associated persons

[Name] has read Pride Legal's Anti-Bribery and Anti-Corruption Policy and will comply with it in performing any service for Pride Legal. [Name] will not give, offer, promise, request or accept any bribe or facilitation payment, directly or through another person, and will pay no state official anything other than an official fee against an official receipt. [Name] will report to Pride Legal at once any request for, or offer of, a bribe connected with the service. Pride Legal may end this engagement immediately, without compensation, if [Name] breaches this clause, and may report the breach to the authorities.

Annex E – Staff attestation

I have read the Anti-Bribery and Anti-Corruption Policy of Pride Legal Co., Ltd., version 0.99. I understand it, and I will comply with it. I understand that refusing a bribe is always the correct response, that I will not be penalised for a delay or a lost client that results from refusing, and that I must report any request, offer or suspicion under clause 9.

I confirm that I have no conflict of interest to declare, or that I have declared it in the Register.

Full name	
Position	
Signature	
Date	