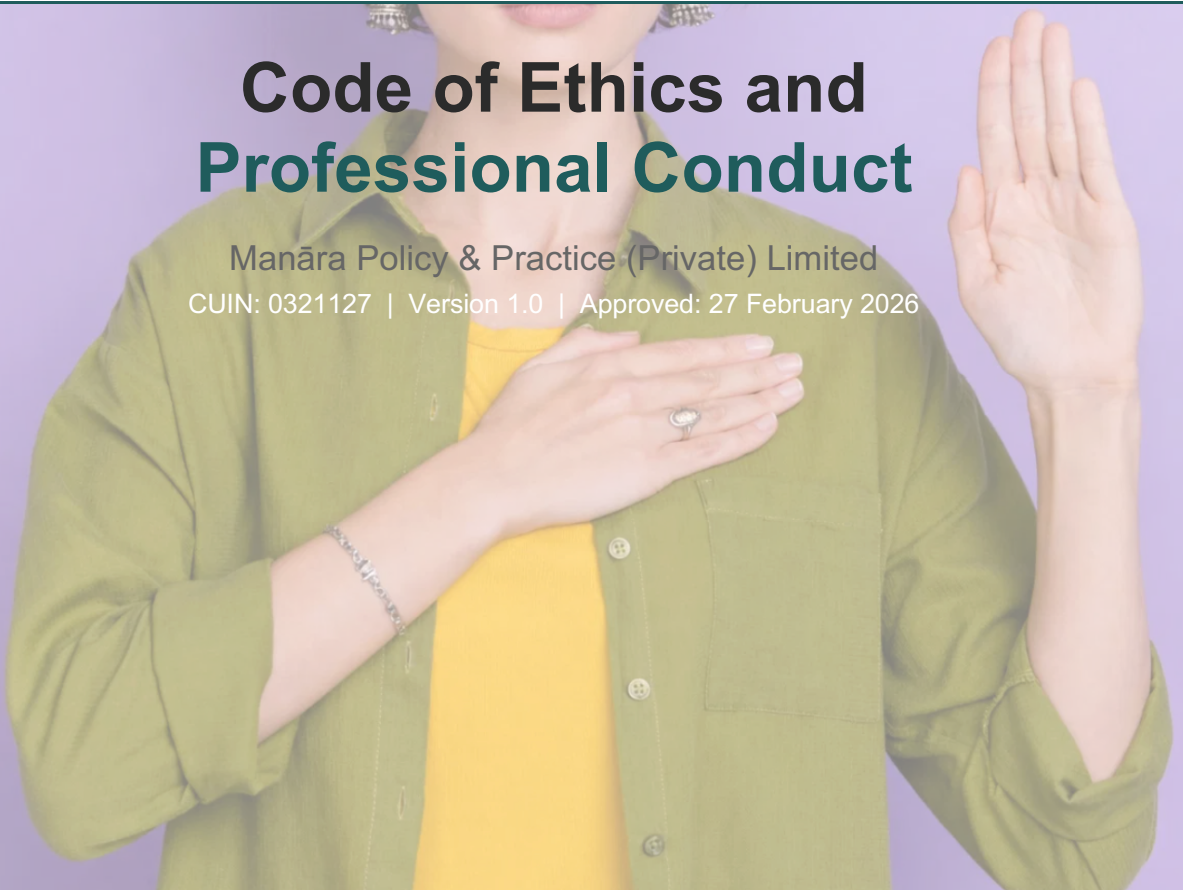




Code of Ethics and Professional Conduct

Manāra Policy & Practice (Private) Limited
CUIN: 0321127 | Version 1.0 | Approved: 27 February 2026





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Document Title	Code of Ethics and Professional Conduct
Organisation	Manāra Policy & Practice (Private) Limited
Corporate ID	0321127
Version	1.0
Approval Date	27 February 2026
Approved By	Maliha Shah, Chief Executive Officer & Founder Ahmad Nadeem, Director & Co-Founder
Policy Owner	Chief Executive Officer
Next Review Date	27 February 2027
Classification	Public

Domestic Legal Framework

Constitution of Pakistan, 1973 (Art. 14 — Right to Privacy; Art. 18 — Freedom of Trade and Business) • Companies Act, 2017 (ss. 183–187 fiduciary duties; s. 462 penalties) • National Accountability Bureau Ordinance, 1999 • Prevention of Corruption Act, 1947 • Pakistan Penal Code, 1860 (ss. 161–165, bribery of public servants) • Protection Against Harassment of Women at the Workplace Act, 2010 (amended 2022) • Prevention of Electronic Crimes Act, 2016

Extraterritorial Frameworks (where applicable)

UK Bribery Act, 2010 (where Manāra works with UK-funded clients or UK-based partners) • US Foreign Corrupt Practices Act, 1977 (relevant to USAID-funded engagements) • EU Public Procurement Directives (relevant to EC-funded engagements)

International Standards and Frameworks

OECD Guidelines for Multinational Enterprises (2023) • UN Global Compact — Ten Principles • OECD Anti-Bribery Convention • IFC Performance Standards on Environmental and Social Sustainability • FCDO Supplier Code of Conduct • USAID Acquisition Regulation (AIDAR)

Why This Policy Exists

Manāra advises governments, development agencies, corporate foundations, and civil society organisations on matters of real consequence. The policy frameworks we help design affect how people access services. The research we conduct shapes how resources are allocated. The strategies we develop influence who has power and who does not. That advisory role carries obligations that go beyond technical competence.

The quality of our work depends on trust. Clients trust us with confidential information, with access to their institutions, and with the task of giving them honest analysis rather than the analysis they might prefer to receive. Research participants trust us with their time, their experiences, and sometimes their safety. Partners trust us to act with integrity in how we represent them and how we use what they share. That trust is not available to a firm that has not been clear about what it stands for.

This Code of Ethics and Professional Conduct sets out the standards that govern everyone who works under Manāra's name. It applies to both Directors, to core team members, and to every independent collaborator, consultant, interpreter, enumerator, or subcontractor engaged on a Manāra project or operating under Manāra's institutional umbrella.

The Code is also a business document. Donors and clients conducting due diligence now expect evidence of ethical governance. USAID, FCDO, GIZ, and UN procurement processes require contractors to demonstrate anti-bribery commitments, conflict of interest management, and professional conduct standards. This Code meets those requirements and it was written because Manāra's integrity is the foundation of everything else we do.

2. Scope and Application

This Code applies to:

- Both Directors of Manāra Policy & Practice (Private) Limited.
- All core team members engaged on a fixed or continuing basis.
- All independent associate consultants, expert collaborators, and specialist advisors engaged under Manāra's institutional umbrella, whether on a project-specific or retainer basis.
- Field enumerators, interpreters, transcribers, and data collectors engaged for specific research activities.
- Subcontractors to whom Manāra delegates deliverables or project components.
- Any other person who represents Manāra to clients, participants, or the public in the course of Manāra's work.

The mechanism for binding collaborators and contractors is the Annual Declaration of Compliance and Conflict of Interest Disclosure (Annex A). Every person covered by this Code must receive the Code and sign the Declaration before engaging on any Manāra work. The Declaration is renewed annually for ongoing relationships. An ad hoc declaration is required when a new conflict of interest arises between annual cycles.

The obligations in this Code do not end when an engagement ends. Confidentiality, intellectual property, non-disparagement, and the prohibition on misrepresentation continue after the

relationship concludes. The Declaration makes this explicit, and individuals are reminded of it at the time of sign-off.

3. Core Principles

Manāra's professional conduct is grounded in seven principles. These are not aspirational. They are the minimum standard of behaviour expected of everyone operating under Manāra's name.

3.1 Intellectual Integrity

Manāra's analysis reflects what the evidence shows, not what clients, funders, or Manāra itself might prefer it to show. Findings will not be suppressed, distorted, selectively presented, or framed to support conclusions that the evidence does not support. Where evidence is contested, ambiguous, or limited, that uncertainty is stated plainly. Manāra will not enter into contracts that require the firm to compromise the intellectual integrity of its work products. If a client seeks to suppress or materially alter findings to misrepresent the research, Manāra will not cooperate with that request, and if necessary, will withdraw from the engagement.

3.2 Independence and Objectivity

Manāra provides advice that serves the client's genuine interests and the broader public good. Objectivity means that commercial relationships, personal relationships, political considerations, and future business prospects do not influence the substance of our analysis or recommendations. Where Manāra has an interest that could compromise this, the interest is disclosed before work begins, not after it has affected outputs. Independence is not the same as indifference to the client's context: good advisory work is contextually grounded. It is indifference to external pressure on the substance of findings and recommendations.

3.3 Confidentiality

Manāra treats client information, project data, and stakeholder communications as confidential unless disclosure is required by law or explicitly authorised in writing by the relevant party. This includes strategic documents shared by government clients, unpublished research findings, internal deliberations of partner organisations, and personal information shared by research participants. The obligation extends to all team members and collaborators, applies during and after the engagement, and is reinforced through the Consultant and Collaborator Agreement Template and the Annual Declaration.

3.4 Conflict of Interest Management

Manāra identifies and manages conflicts of interest before they compromise work, not after. A conflict of interest is any situation where a personal, financial, or professional interest could influence, or could reasonably appear to influence, the objectivity of Manāra's work or advice. The test is not only whether an actual conflict exists, but whether a reasonable, informed observer would conclude that one might. Identifying a conflict is not a failing. Failing to disclose one is. The operational framework for managing conflicts is set out in Section 6 of this Code.

3.5 Anti-Bribery and Anti-Corruption

Manāra does not offer, promise, give, authorise, request, or accept bribes, kickbacks, facilitation payments, or any other improper advantage in connection with its business. This is an absolute prohibition. It applies regardless of local norms, competitive pressure, or client expectations. It covers the conduct of Directors, team members, and all third parties acting on Manāra's behalf. The operational framework is set out in Section 7 of this Code.

3.6 Fairness and Non-Discrimination

Manāra treats all individuals with dignity and respect, regardless of gender, age, ethnicity, religion, disability, sexual orientation, national origin, language, or socioeconomic background. This applies to how Manāra treats its own people, how it engages research participants and communities, and how it designs and delivers its work. Manāra does not produce work that discriminates, stereotypes, or misrepresents communities in ways that could cause harm. Fairness also extends to how Manāra credits and attributes the intellectual contributions of collaborators, research participants, and community knowledge holders.

3.7 Accountability

Manāra takes responsibility for the quality, accuracy, and consequences of its work. Where Manāra makes errors, it corrects them promptly and honestly. Where its work has unintended consequences, it acknowledges them. Manāra does not deflect accountability onto collaborators or subcontractors for work conducted under its institutional name: commissioning work does not transfer institutional responsibility for the quality and ethics of what is produced. The Directors of Manāra are ultimately accountable for the firm's conduct.

4. Professional Standards and Client Relationships

4.1 Scope Compliance and Honest Communication

Manāra delivers what it promises. Deliverables must meet the standards and timelines described in the terms of engagement. Where scope changes are necessary, they are agreed in writing with the client before additional work is undertaken or billed. Manāra does not absorb scope changes silently or present them as billing surprises.

If Manāra encounters a problem that will affect delivery, the quality of a deliverable, or a timeline, the client is informed promptly and a proposed course of action is provided. Clients are not managed through selective disclosure or reassurance. They are informed and given the opportunity to make decisions with accurate information.

4.2 Honest Representation of Capabilities

Manāra does not represent capabilities, methodologies, qualifications, or results it does not have. Proposals must accurately reflect what Manāra can deliver and who will deliver it. Team descriptions in proposals must not attribute qualifications, project experience, or credentials that individuals do not hold. Where a team member's experience is central to a proposal, that person must be available and engaged for the relevant scope.

Manāra does not inflate track records, cite outputs that do not exist, or list client relationships without basis. The reputational consequences of misrepresentation in the development sector are irreversible. More fundamentally, it is dishonest.

4.3 Client Data and Information

Information received from clients in the course of an engagement, including strategic documents, unpublished research, financial data, board deliberations, and internal assessments, belongs to the client. It is used only for the purpose for which it was shared. It is not disclosed to third parties, including other clients, without explicit written permission. It is not retained beyond the period necessary to fulfil the engagement, unless retention is required by law or agreed with the client.

Client information must not be used to inform work for competing clients or to develop Manāra's own advisory positions in ways that benefit from a client's confidential strategic thinking.

4.4 Ending Engagements

When an engagement ends, Manāra completes or hands over work in good order, regardless of commercial disputes, relationship difficulties, or circumstances of early termination. Work in progress is documented and transferred. Final deliverables are completed to the agreed standard. Client data in Manāra's possession is returned or securely disposed of as agreed. The client's interests are protected through a professional close-out process, and Manāra does not use the leverage of incomplete work as a negotiating tool in disputes.

5. Conduct Toward Research Participants and Communities

This section establishes the ethical principles that underpin Manāra's research conduct. The operational detail for research ethics, data protection, and consent standards is contained in the Research Ethics and Data Protection Policy v1.0. The two documents work together: this Code provides the normative grounding; the Research Ethics Policy provides the procedures.

Every person who contributes information, time, or knowledge to Manāra's work has the right to be treated with dignity and respect. This is not contingent on the research methodology, the institutional status of the participant, or the commercial pressures of the engagement.

Manāra does not misrepresent the purpose, nature, or anticipated use of research to participants. If the use of findings changes materially from what was communicated at consent, participants are informed and their continued participation is voluntary.

Manāra does not exploit power differentials between researchers and participants. Communities and individuals in vulnerable situations require additional protection, not reduced standards. The enhanced consent and data protection requirements in the Research Ethics Policy exist precisely because context creates obligations, not exceptions to them.

The obligation to do no harm extends beyond the moment of data collection. It applies to storage, analysis, publication, and any secondary use of research materials. Manāra considers the potential consequences of how findings are framed and attributed before publication, not after.

Where research is conducted within or about communities, findings are shared with those communities in a form they can access and use. Extractive research, where communities contribute knowledge and receive nothing in return, is inconsistent with Manāra's values and reputation.

6. Conflict of Interest

6.1 Definition and Scope

A conflict of interest arises when a Director, team member, or collaborator has a personal, financial, or professional interest that could impair, or could reasonably appear to impair, their ability to act in Manāra's and the client's best interests. The standard is both actual impairment and reasonable appearance of impairment. The following situations create or may create conflicts of interest:

- Financial interests (shares, equity, significant debt, or other financial stakes) in any organisation that Manāra is advising, evaluating, auditing, or researching.
- Employment or consulting relationships, whether current or recent, with organisations that are current or prospective Manāra clients, funders, or research subjects.
- Personal or family relationships with decision-makers at current or prospective clients, funders, or partner organisations, where those relationships could influence the conduct or outputs of Manāra's work.
- Concurrent engagements with firms that compete directly with Manāra for the same mandates, where information from one engagement could benefit the other.
- Prior authorship of work that Manāra has been engaged to review, evaluate, or critique.
- Equity stakes, advisory roles, or board memberships in organisations within Manāra's research scope on a given project.
- Political affiliations or advocacy positions that could compromise independence on politically sensitive advisory work.

6.2 Disclosure Process

All Directors, team members, and collaborators must complete an Annual Declaration of Compliance and Conflict of Interest Disclosure (Annex A) before commencing any Manāra work, and thereafter on an annual basis. The Annual Declaration captures declared interests at a point in time. It does not substitute for ad hoc disclosure.

An ad hoc declaration must be made immediately upon identifying a potential conflict during an engagement. This means as soon as the potential conflict is recognised, not at the next convenient opportunity. Ad hoc declarations are made to the Policy Owner (CEO). Where the potential conflict involves the CEO, the declaration is made to the other Director.

The Policy Owner will assess each disclosed conflict and determine the appropriate management response. Options include: recusal from specific tasks or decisions; enhanced oversight by a second team member; disclosure to the client and agreement on a management plan; or, in cases where the conflict cannot be adequately managed, withdrawal from the relevant engagement or role.

6.3 Procurement and Supplier Conflicts

Individuals involved in selecting or engaging suppliers, subcontractors, or partners for Manāra projects must not have undisclosed financial or personal interests in competing candidates. Any relationship with a potential supplier must be declared before the procurement process begins. The affected individual must be recused from the selection decision.

6.4 Political Activities

Manāra operates as a politically independent advisory firm. Engagement in partisan political activity by Directors or team members in their professional capacity as Manāra representatives is not permitted. Manāra's name, platforms, and resources must not be used in connection with political campaigns or party advocacy. This restriction applies to institutional representation, not to individual civic participation in a personal capacity. Where a Director or team member holds a public role or political affiliation, this must be disclosed and managed as a potential conflict of interest on politically sensitive mandates.

7. Anti-Bribery and Anti-Corruption

7.1 Absolute Prohibition

Manāra maintains a zero-tolerance position on bribery and corruption. No Director, team member, collaborator, or agent acting on Manāra's behalf may offer, promise, give, authorise, request, or accept any bribe, kickback, facilitation payment, or other form of improper advantage, in any form, in connection with Manāra's business. This prohibition applies regardless of the value of the payment, local business norms, competitive pressure, or the expectations of counterparts.

7.2 What This Covers

The prohibition applies to transactions and relationships with public officials and private sector counterparts alike. In Manāra's operating context, the following situations illustrate where bribery risk arises:

- Gifts or hospitality offered to or received from government officials, procurement officers, or evaluation panel members above a nominal value. Manāra sets this threshold at PKR 5,000 (equivalent to approximately USD 20) per instance. Gifts and hospitality at or below this threshold may be accepted or given where they are customary, transparent, and not connected to a pending decision or procurement.
- Payments to agents, intermediaries, or business development contacts that are not commercially justified by genuine services rendered. Commission arrangements that appear designed to channel funds to decision-makers are prohibited.
- Consulting services provided by Manāra at below-market rates to a public official or their family member in circumstances connected to a procurement or approval decision.
- Employment, subcontracting, or paid advisory arrangements offered to relatives or associates of decision-makers in circumstances connected to a procurement decision involving Manāra.
- Contributions to political parties, campaign funds, or political causes in connection with Manāra's business interests.

7.3 Facilitation Payments

Manāra does not make facilitation payments: small payments to public officials intended to expedite routine government actions such as permits, approvals, or administrative processing. Where a public official demands such a payment as a condition of service, the demand is not complied with. The incident is reported to the Policy Owner and documented. Where the incident involves potential extortion or poses a genuine risk to the safety of Manāra personnel, legal counsel is engaged promptly.

7.4 Third-Party Conduct

Manāra accepts that it may be held liable under Pakistani law, the UK Bribery Act, and other applicable frameworks for bribery committed by third parties acting on its behalf. Before engaging an agent, business development partner, or commission-based representative, the Policy Owner must conduct basic due diligence on the party's reputation, business practices, and any prior regulatory or legal findings. Third parties engaged in business development activities must confirm in writing, through the Consultant and Collaborator Agreement Template, that they understand and will comply with this Code.

7.5 Gifts and Hospitality Register

All gifts, hospitality, and political contributions made or received in connection with Manāra's business must be recorded in the Gifts and Hospitality Register maintained by the Policy Owner. The Register records: the date, the individual involved, the nature of the gift or hospitality, its estimated value, and the business context. The Register is reviewed annually by both Directors. Any pattern of gifts or hospitality connected to a particular relationship or procurement process is assessed as a potential conflict of interest under Section 6.

8. Use of Manāra's Name, Brand, and Resources

8.1 Authorised Representation

Only Directors may commit Manāra to contracts, financial obligations, or formal public positions on policy matters. Collaborators and team members must not represent themselves as speaking for Manāra on matters outside the scope of their specific engagement without explicit authorisation. This includes making public statements, signing agreements, or communicating positions to clients or media in Manāra's name.

8.2 Social Media and Public Communications

Individuals engaged by Manāra must not post or publish statements that could reasonably be attributed to Manāra's institutional position without prior authorisation from a Director. Personal views are personal views, and individuals are free to express them. They must, however, be clearly identified as personal, particularly on politically sensitive, contested, or reputationally sensitive topics where conflation with Manāra's institutional position could cause harm. For collaborators with significant public profiles, this obligation should be addressed explicitly in the Consultant and Collaborator Agreement.

8.3 Use of Resources

Manāra's equipment, data, software licences, research materials, methodologies, templates, and administrative resources are for professional use in connection with Manāra's work. They must not be used for personal commercial activity, for work that primarily benefits a competing firm, or for any purpose unconnected to Manāra's engagements. This applies to both physical and digital resources, including subscription tools, data systems, and client contact lists.

8.4 Intellectual Property

Work produced by team members and collaborators in the course of Manāra engagements belongs to Manāra or to the client, as specified in the engagement agreement. Where the agreement is silent, work product belongs to Manāra. Methodologies, analytical frameworks, training materials, and tools developed by Manāra during or between projects remain Manāra's intellectual property unless otherwise agreed in writing. Collaborators who develop materials in the course of a Manāra project may not use those materials commercially outside the project without Manāra's written permission. This provision is without prejudice to the collaborator's pre-existing intellectual property, which remains their own.

9. AI and Digital Conduct

Manāra advises clients on AI governance, digital policy, and responsible technology adoption. This creates a credibility obligation: the standards we recommend to clients must be consistent with the standards we apply ourselves. This section is not a general technology policy. It addresses the specific ethical issues that arise from Manāra's dual role as an AI governance advisor and an organisation that uses AI tools in its own operations.

9.1 Internal Use of AI Tools

AI tools may be used to support research, drafting, analysis, translation, transcription, and other professional tasks. Their use must meet the same standards of accuracy, intellectual honesty, and client confidentiality as any other Manāra work process. AI outputs must be reviewed critically by the person responsible for the deliverable before being incorporated into client work. Manāra does not represent AI-assisted outputs as pure human analysis where the distinction is material to the client's assessment of the work.

9.2 Client and Participant Data in AI Systems

Client data, confidential project information, and research participant data must not be entered into AI platforms that process inputs on external servers without verified data processing agreements in place. The Research Ethics and Data Protection Policy governs data handling; this section reinforces that those standards apply regardless of the tool. AI transcription and analysis tools may be used for non-sensitive materials. Identifiable participant data from vulnerable populations, sensitive interviews, or confidential client strategy documents must not be processed through AI platforms without specific written authorisation from the Policy Owner.

9.3 Transparency with Clients

If a client asks whether and how AI tools were used in producing a deliverable, the answer is honest. Manāra does not misrepresent the nature of its production processes to clients. Where a client's

terms of engagement restrict or prohibit the use of AI tools for specific deliverables, those restrictions are respected and compliance is confirmed in writing where required.

9.4 Consistency with Advisory Work

Where Manāra recommends AI governance frameworks, responsible use policies, or digital ethics standards to clients, Manāra applies equivalent or higher standards to its own practice. Advisors who find that Manāra's internal practices fall below what they are recommending to clients must raise this with the Policy Owner. The obligation to maintain consistency is ongoing, not a one-time assessment.

10. Responding to Suspected Violations

10.1 Reporting

Anyone covered by this Code who becomes aware of, or suspects, a violation of its provisions must report it. Reports are made to the Policy Owner (CEO). Where the suspected violation involves the CEO, the report is made to the other Director. Reports may be made verbally or in writing. Manāra will not penalise, disadvantage, or retaliate against any person who makes a good-faith report of a suspected violation, regardless of the outcome of any subsequent assessment.

10.2 Assessment and Response

The Policy Owner will acknowledge receipt of a report within two working days and complete an initial assessment within five working days. Based on that assessment, the Policy Owner will determine the appropriate response. This may include: an internal investigation with a documented finding; engagement of external legal or professional advice; notification of the relevant client or funder; referral to a regulatory or law enforcement authority where legally required; or termination of an engagement or a collaborator relationship. The individual who made the report will be informed of the outcome, subject to any legal constraints on disclosure.

10.3 No Retaliation

Retaliation against any person who reports a suspected violation in good faith is itself a violation of this Code and will be treated as such. This applies to formal retaliation and to informal adverse treatment. Manāra recognises that reporting a concern about a colleague, a Director, or a valued client relationship takes courage. The firm commits to making that process safe.

10.4 External Advice

This Code is not a substitute for legal advice. Where a potential violation involves potential criminal liability under any of the applicable legal frameworks listed on the cover of this document, Manāra will engage qualified legal counsel promptly. The Policy Owner has authority to engage external legal or professional advisors as needed, without requiring prior approval from both Directors where urgency requires it.

11. Governance and Review

This Code is approved by the Directors of Manāra Policy & Practice (Private) Limited, Maliha Shah and Ahmad Nadeem, and is recorded in the Directors' Resolutions register of the company. Manāra operates with two Directors who together constitute the decision-making authority of the company. This Code enters into force on the date of the Directors' resolution and supersedes any prior guidance on professional conduct within the organisation.

This Code will be reviewed annually by the Policy Owner, who will present any proposed changes to both Directors for approval and recording of a new resolution. An interim review will be triggered by: a significant ethics incident or violation; a material change in Manāra's client base, thematic scope, or operational model; enactment of the Personal Data Protection Act or the Regulation of Artificial Intelligence Act in Pakistan; or a material change in the applicable extraterritorial frameworks, including guidance updates from FCDO or USAID.

Any waiver of the requirements of this Code in specific circumstances must be approved in writing by the Policy Owner and documented in the project or engagement file. A waiver of process does not excuse the underlying ethical obligation. Where legal counsel is needed on a specific compliance question, Manāra will engage a qualified legal advisor on that basis.

12. Related Documents

- Research Ethics and Data Protection Policy
- Gender Equality, Inclusion, and Anti-Harassment Policy
- Financial Management and Internal Controls Policy
- Consultant and Collaborator Agreement Template
- Annual Declaration of Compliance and Conflict of Interest Disclosure (Annex A to this Code)

Directors' Resolution and Approval

We, the Directors of Manāra Policy & Practice (Private) Limited (CUIN: 0321127), having reviewed the Code of Ethics and Professional Conduct Version 1.0, hereby approve this Code and resolve that it shall enter into force with immediate effect from the date of our signatures below. This resolution is recorded in the Directors' Resolutions register of the company.

Approved by
Maliha Shah

Chief Executive Officer & Founder

Signature: *Approved electronically*

Date: 27 February 2026

Approved by

Ahmad Nadeem

Director & Co-Founder

Signature: *Approved electronically*

Date: 27 February 2026

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ANNEX A

Annual Declaration of Compliance and Conflict of Interest Disclosure

Manāra Policy & Practice (Private) Limited

This Declaration is to be signed by all Directors, core team members, and collaborators before commencing any Manāra work, and renewed annually thereafter. An ad hoc declaration must also be made immediately upon identifying a new potential conflict of interest between annual cycles. Signed declarations are retained in the governance file by the Policy Owner.

Part 1 — Declarant Details

Full Name	
Role / Position	
Organisation / Affiliation	(For collaborators and subcontractors)
Declaration Type	<input type="checkbox"/> Annual renewal <input type="checkbox"/> Initial (new engagement) <input type="checkbox"/> Ad hoc (new conflict)
Declaration Date	
Period Covered	

Part 2 — Code of Ethics Compliance Declaration

Code Compliance

I confirm that I have read the Code of Ethics and Professional Conduct of Manāra Policy & Practice (Private) Limited in full. I understand its requirements and commit to comply with them in all work conducted under Manāra's name during the period covered by this Declaration. I understand that my obligations regarding confidentiality, intellectual property, and non-disparagement continue after my engagement with Manāra concludes.

Research Ethics Policy

Where my work involves primary or secondary research activities, I confirm that I have also read the Research Ethics and Data Protection Policy v1.0 and commit to comply with its requirements, including signing the Research Ethics Declaration (Annex B of that Policy) before conducting any data collection.

Part 3 — Conflict of Interest Disclosure

For each category below, indicate whether you have a relevant interest or relationship. Where the answer is Yes, provide a description sufficient for the Policy Owner to assess the nature and significance of the potential conflict. If in doubt about whether something should be declared, declare it.

Potential Conflict Category	Yes / No / N/A	If Yes: describe the interest or relationship
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Financial interests (shares, equity, significant debt) in any current or prospective Manāra client, funder, or research subject	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Employment or consulting relationships with organisations that are current or prospective Manāra clients, funders, or research subjects	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Personal or family relationships with decision-makers at current or prospective clients, funders, or partner organisations, where those relationships could influence Manāra's work	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Concurrent engagements with firms competing directly with Manāra for the same mandates, where information from one engagement could benefit the other	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Authorship of work that Manāra has been engaged to review, evaluate, or critique on the current or a planned engagement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Equity stakes, board memberships, or advisory roles in organisations within Manāra's research scope on a current or planned project	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Political affiliations, active advocacy positions, or public roles that could compromise independence on politically sensitive advisory work	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Any other circumstance that, in a reasonable person's view, could compromise your objectivity in Manāra work	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

I understand that if any of the above circumstances change during the period covered by this Declaration, I am required to submit an ad hoc declaration to the Policy Owner immediately, without waiting for the next annual renewal.

Part 4 — Bribery and Anti-Corruption Declaration

No Knowledge of Bribery or Corruption

I confirm that I am not aware of any bribery, corruption, facilitation payment, or improper advantage offered, given, requested, or received in connection with Manāra's business that has not already been reported to the Policy Owner or the Directors.

If you are aware of any such matter that has not been reported, describe it below:

Part 5 — Signature and Confirmation

I confirm that this Declaration has been made freely and that the information provided is accurate to the best of my knowledge. I understand that providing materially false or misleading information in this Declaration is itself a violation of the Code of Ethics and may result in termination of my engagement with Manāra.

Declarant	Policy Owner or Witness
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Filing instruction: The signed Declaration is retained in the Manāra governance file by the Policy Owner. A copy is provided to the declarant on request. Declarations from Directors are cross-filed, with each Director retaining the other's signed copy.

Policy Owner contact: Maliha Shah, CEO | maliha@manarapolicy.com | Manāra Policy & Practice (Private) Limited

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