 IHH Healthcare Berhad	Reference No	IHHHB/POL/RM/CG-ABCP
	Effective Date	1 September 2019
	Revision No	0
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>	

## IHH HEALTHCARE BERHAD

### ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)

<b>Prepared By:</b>	<b>Reviewed By:</b>	<b>Approved By:</b>
<b>Group Risk Management</b>	<b>Risk Management Committee</b>	<b>Board of Directors</b>

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## Anti-Bribery and Corruption Policy

### 1. Objective

**1.1. IHH Group including its subsidiaries, related corporations or any of its affiliates (collectively, referred to as “IHH Group” or “Group”) is committed to conduct our business with integrity and has a zero-tolerance policy against all forms of bribery and corruption.**

**1.2.** The IHH Code of Conduct Policy sets out the standards of integrity and behaviour that is required of our employees. The IHH Whistle Blowing Policy provides an avenue for employees to raise concerns and offers protection from reprisals or victimization in line with the local and/or foreign whistle blowing related laws and regulations.

**1.3.** This IHH Anti-Bribery and Corruption Policy (hereinafter referred to as the “ABC Policy”) elaborates upon those core principles, and promotes compliance by all employees with the anti-corruption laws that apply to IHH Group operations, including the anti-corruption laws of all countries in which IHH Group conducts business.

**1.4.** All employees shall comply with the anti-corruption laws in their respective jurisdictions and those of other jurisdictions that apply to them. Refer to Appendix 1 for the Legal Register.

**1.5.** All persons who perform services for or on behalf of IHH Group (hereinafter referred to as “Third Party Representative”) shall comply with the relevant parts of the ABC Policy when performing such work or services.

**1.6.** The ABC Policy is not intended to provide definitive answers to all questions regarding bribery and corruption. Rather, it is intended to provide guidance to employees and persons who perform services for or on behalf of IHH Group (collectively “persons associated with a commercial organisation”) concerning how to deal with improper solicitation, bribery and other corrupt activities and issues that may arise in the course of business.

### 1.7. When in doubt, Ask

**1.8.** If any person subject to this ABC Policy have any doubt about the scope of applicable laws or the application of the Group’s policies concerning the fight against bribery and corruption, please contact the Group Integrity Officer (Head, Group Risk Management).

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## 2. Scope

- 2.1. All employees and Third Party Representative of IHH Group including its subsidiaries, related corporations or any of its affiliates are covered by this Policy and any other policies, standards, guidelines, procedures and mechanisms which relate to the prevention of bribery and corruption violations.**
- 2.2.** It is also intended to apply to every director (executive and non-executive) for IHH Group companies, except as otherwise stated in this ABC Policy.
- 2.3.** Joint venture companies in which IHH Group is a non-controlling co-venturer and associated companies shall adopt similar principles and standards.
- 2.4.** This ABC Policy is accessible from IHH Group corporate website at <https://www.ihhhealthcare.com/corporate-governance.html>
- 2.5.** Please note that this ABC Policy does not supersede any anti-corruption laws of all countries in which IHH Group operates.
- 2.6.** If a law conflicts with a provision set out in this ABC Policy, do comply with the law and consult with the relevant Legal personnel and Group Integrity Officer rather than disregard the ABC Policy entirely. However, if a local custom or policy conflicts with this ABC Policy, compliance to this ABC Policy takes precedence.

## 3. Policy

### 3.1. Corporate Integrity Pledge

- 3.1.1.** The Corporate Integrity Pledge sets out key principles for corporations to adopt and demonstrate commitment towards creating a business environment that is fair, transparent and free from corruption.
- 3.1.2.** IHH Group is committed to uphold the five Anti-Corruption Principles during the course of business operation across all geographies:
- Committing to promote values of integrity, transparency, accountability and good corporate governance.
  - Strengthening internal systems that support corruption prevention.
  - Complying with laws, policies and procedures relating to fighting corruption.
  - Fighting any form of corrupt practice.
  - Supporting corruption prevention initiatives by governments in countries where IHH Group operates.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

### 3.2. ABC Governance Structure

- 3.2.1. The IHH Board is collectively responsible for setting the right conduct and behaviours for the Board, Senior Management and employees at the group, subsidiary, country and operating levels.
- 3.2.2. The Group Integrity Officer is responsible for the overall development, implementation, coordination and reporting in relation to Anti Bribery and Corruption for IHH Group in collaboration with the country and subsidiaries CEOs.

### 3.3. Duties of Employees

- 3.3.1. **Every employee shall comply with the ABC Policy and any other policies or procedures as prescribed from time to time in the course of their daily work and business conduct.**
- 3.3.2. **Engaging in bribery or corrupt practices can have severe consequences for employees and for the Group. Employees shall face dismissal, civil and legal suit, fines, imprisonment and the Group may face damage to reputation, financial loss and disbarment from business and other negative consequences.**
- 3.3.3. Every employee is required to report any instances of suspected or confirmed bribery or corruption to their immediate supervisors and Human Resource.

### 3.4. Expectation of Third Party Representative

- 3.4.1. IHH Group dealings with Third Party Representative must be carried out in compliance with all relevant laws and consistent with the values and principles of the IHH Code of Conduct.
- 3.4.2. The IHH Group expects all Third Party Representative to implement and share the Group’s values and ethical standards as their actions can implicate IHH Group legally and tarnish the IHH Group’s reputation.
- 3.4.3. Where necessary, Third Party Representative shall be subjected to a risk-based due diligence process to assess their integrity and ability to comply with the ABC Policy and related obligations which Third Party Representative agreed in contractual agreements with IHH Group.
- 3.4.4. IHH Group reserves the right to seek information and documentation from Third Party Representative to assess compliance with this ABC Policy.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

3.4.5. Ongoing relationships are subject to periodic re-assessments to ensure standards have been maintained, including responding to any changes in the conduct, reputation or risks related to the particular third party.

3.4.6. **IHH Group will terminate any pending negotiations, tender, purchase order or contract with any Third Party Representative that is suspected and/or does not comply with the standards set forth in this ABC policy. IHH Group will not be accountable or liable for any crime, actions or omission arising or due to the terminated transaction.**

3.4.7. In line with IHH Group Whistle Blowing Policy, should there be any instances of suspected or confirmed bribery or corruption, Third Party Representative shall write immediately to the **Group Head, Internal Audit, IHH Healthcare Berhad (Singapore Branch) at TripleOne Somerset 111 Somerset Road #15-01 Singapore 238164 or write to [governance@ihhhealthcare.com](mailto:governance@ihhhealthcare.com)**. Their name, contact number and details of the matter should be included for follow-up actions.

### **3.5. General Requirements to Prevent Bribery, Corruption and Improper Payments of Any Kind**

3.5.1. Employees and Third Party Representative shall not directly or indirectly make, promise, approve, authorise or offer to give to anyone – or accept or solicit from anyone – anything of value (including but not limited to cash payments) if the purpose or effect is to improperly induce the recipient to take (or to refrain from taking) action that would bestow a commercial benefit or business advantage on the Group or any other party. Financial or other advantage covers anything of value, including cash, gifts, services, job offers, loans, travel expenses, entertainment, and hospitality. Usage of personal funds for bribery, corruption or improper payments does not negate this policy.

3.5.2. Giving things of value to family members, close associates or favoured organisations of those with whom we do business, those with whom we would like to do business, or public (government) officials is also subjected to this ABC Policy, as such actions may be interpreted as attempts to evade these rules or otherwise influence the conduct of third parties.

3.5.3. For further elaboration on types of corruptions, refer to [Appendix 2](#).

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

### 3.6. Unfavourable transactions

- 3.6.1. IHH Group prohibit all facilitation payments as they are bribes. Facilitation payments are unofficial, improper and small transfers of value offered or made to secure or expedite a routine or necessary action to which IHH Group is legally entitled or payments which are recognised to fast track processes.
- 3.6.2. Any charitable contribution including sponsorship as part of corporate social responsibility activities should be made in line with the country/group policies and procedures and in compliance with local and/or foreign country ABC related laws and regulations.
- 3.6.3. IHH Group allow political contribution both financial and non-financial if it is expressly permitted by law and has been pre-approved by the appropriate, authorised representative of IHH Group. Nonetheless, care needs to be taken that such transactions are for charity purposes without any return of any form of financial and non-financial advantage.

### 3.7. Control measures

- 3.7.1. All contracts with Third Party Representative should include the Anti Bribery and Corruption clauses as set out in Appendix 3. Subject to Legal’s approval, the ABC clauses can be customised to suit local requirements, rules and regulations.
- 3.7.2. This ABC Policy shall be reviewed on an annual basis or as and when required.
- 3.7.3. Each country shall undertake its corruption risk assessment on an annual basis in collaboration with the Group Integrity Officer.

### 3.8. Training and Awareness Requirements

- 3.8.1. Employees shall receive anti-bribery and corruption compliance training to educate them about the requirements and obligations of anti-corruption laws and this ABC Policy, commensurate with their respective positions and duties within the IHH Group, and as directed by the Group Integrity Officer.
- 3.8.2. Training records on attendance/completion records shall be maintained by Human Resource to verify that all relevant employees receive the necessary training to perform their responsibilities accurately and consistently.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

3.8.3. The ABC Policy shall be made available to all employees and Third Party Representative. All employees and Third Party Representative should provide a certification in the template provided in Appendix 4. Alternatively, Third Party Representative shall acknowledge acceptance and compliance to ABC policy as part of their tender/quotation submission.

3.8.4. Employees are required to provide such certifications upon joining IHH Group, following updates to the Policy, and as part of the Annual Employee Declaration.

3.8.5. Third Party Representative are required to provide such certifications before performing services for or on behalf of IHH Group, and upon request by IHH Group and such certifications should be maintained by respective Requesting Department. The database to be shared with the Group Procurement and / or Country Head of Procurement.

### 3.9. Record Keeping

3.9.1. It is essential that IHH Group keep full and accurate records of all of IHH Group’s financial dealings including the giving and the receiving of payments and gifts at all times in line with relevant gift and entertainment related policy and/or procedures. Transparency is vital and any false or misleading records could be very damaging to the IHH Group.

### 3.10 Promulgation of Additional Anti-Corruption Policies and Procedures in Other Countries

3.10.1 Subject to the approval of Group Integrity Officer, the IHH Group entities in other countries outside of Malaysia may promulgate additional anti-bribery and corruption policies and procedures that apply to their respective operations and to comply with local laws and regulations.

### 3.11 Systematic Review

3.11.1 Systematic review shall be performed by the Group Integrity Officer in collaboration with the country and/or subsidiaries’ CEOs as part of providing assurance that there is effective and sound anti-bribery and corruption risk management implemented within the IHH Group on an annual basis.

3.11.2 Every 3 years, a qualified and independent review may be considered to ensure that the IHH Group’s business operation is complying with the local/foreign countries’ authority/regulatory requirements on anti bribery and corruption.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## 4. Guidelines

### 4.1. Third Party Risk Management

- 4.1.1. IHH Group should generally avoid dealing with any third party known or reasonably suspected of corrupt practices or known or reasonably suspected of paying bribes.
- 4.1.2. Country CEOs, CEOs of Business Units and Heads of Function responsible for engaging a third party for IHH Group shall be accountable for managing bribery and corruption risk.
- 4.1.3. To help ensure that the Group only does business with third parties that share IHH Group’s standards of integrity, employees should do the following:
  - a) Conduct risk-based due diligence to assess the integrity of IHH Group’s prospective business counterparties. The level of due diligence should commensurate with the level of bribery and corruption risk posed by a third party.
  - b) If at any point during the due diligence exercise or in dealings with a third party, there are conflicts of interest or “red flags” raised, these will warrant further investigation and must be adequately addressed before the engagement of the third party can progress.
  - c) Due diligence should be made against the Corruption Perception Index.
  - d) Ensure and document the business reason to engage the third party, selection process, reference checks and resolution of any conflicts of interest or “red flags”. Any conflict of interest matters shall be dealt with in accordance with the IHH Code of Conduct Policy.
  - e) Communicate awareness to all third parties of the IHH Code of Conduct, ABC Policy and IHH Group’s expectation of them.
  - f) Incorporate into all commercial contracts and invitations to quote/tender the provisions relating to business conduct, conflict of interest, prevention of corruption and unethical practices, and where necessary, right to audit third party compliance with ABC Policy.
  - g) Use good judgement and common sense in assessing and monitoring the integrity and ethical business practices of third parties.
  - h) When in doubt, seek advice from Legal and Group Integrity Officer.
- 4.1.4. Examples of common “red flags” involving third parties:
  - a) Transaction or the party is in a country known for widespread corruption, high crime jurisdiction and/ or classified as sanctioned country.
  - b) Family, business or other “special” ties with any IHH Group employee, government or public official.



Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

- c) Requests for anonymity or insistence that identity remains confidential or that the relationship remains secret.
- d) Party does not have in place adequate compliance programme or code of conduct or refuses to adopt one.
- e) Failure to cooperate with the due diligence assessment or refusal to answer questions or make representations and warranties.
- f) Objection to anti-bribery and corruption representations and warranties in commercial agreements or negative response to ABC Policy requirements.
- g) Convoluted payment arrangements such as payment in cash, payment to other third party or to accounts in other countries or requests for upfront payment for expenses or other fees.
- h) Reference check reveals a poor business reputation for unethical conduct, including reports of suspicious, unethical, or unlawful conduct about the party, its sub-agents or its employees.

Note: The above examples are not exhaustive and may not in themselves constitute or indicate a violation of the applicable anti-corruption laws. When in doubt, please consult Legal and Group Integrity Officer.

## 4.2. Payments under Duress or Extortion

- 4.2.1. Employee security and safety, as well as those of our third parties, are a priority.
- 4.2.2. In rare circumstances where during a bribe demand or extortion event there is a threat to employee safety or for the safety of others, employees are allowed to make or offer to make the payment.
- 4.2.3. These are called payments under duress and may be legally defensible. Such payments require documentation and follow up action to prevent a recurrence. Any instance of such payments being repeated, systemic or accepted as part of the way of doing business are not payments made under duress and are not allowed.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## 5. References

*Guidelines On Adequate Procedures Pursuant To Subsection (5) Of Section 17a Under The Malaysian Anti-Corruption Commission Act 2009*

Issued by National Centre For Governance, Integrity and Anti-Corruption (GIACC)  
The United Nations Handbook on Practical Anti-Corruption Measures for Prosecutors and Investigators

### 5.1 Legislation and Regulations


- Malaysian Anti-Corruption Commission Act 2009
- Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (Malaysia)
- Whistleblower Protection Act 2010 (Malaysia)
- Witness Protection Act 2009 (Malaysia)
- Malaysian Code on Corporate Governance 2017
- Malaysian Code of Business Ethics
- Bribery Act 2010 (UK)
- Foreign Corrupt Practices Act 1977 (US)
- Prevention of Corruption Act (Chapter 241) (Singapore)
- Prevention of Corruption Act 1988 (India)
- Criminal Law of the People's Republic of China (China)
  - Note: Bribery of public officials and foreign public officials
- Anti-Unfair Competition Law of the People's Republic of China (China)
  - Note: Private bribery
- Prevention of Bribery Ordinance (Cap 201) (Hong Kong)
- Turkish Criminal Code No. 5237 (Turkey)
- Law on Declaration of Property and Combating Bribery and Corruption No. 3628 (Turkey)

### 5.2 IHH Documents

- IHH Code of Conduct Policy
- IHH Whistle Blowing Policy

### 5.3 Definitions

- IHH IHH Healthcare Berhad and its related corporations or any of its affiliates
- ABC Anti-Bribery and Corruption
- MACCA Malaysian Anti-Corruption Commission Act 2009

 IHH Healthcare Berhad	Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
	Effective Date	1 September 2019		
DOCUMENT TITLE	ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)			

## 6. Appendices

- Appendix 1: Legal Register
- Appendix 2: Types of Corruption
- Appendix 3: Template Anti-Bribery and Corruption Contractual Clauses
- Appendix 4: Template Employee / Third Party Representative Declaration

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## Appendix 1: Legal Register

### Direct Applicability

- Malaysian Anti-Corruption Commission Act (Malaysia)
- Prevention of Corruption Act (Chapter 241) (Singapore)
- Prevention of Corruption Act 1988 (India)
- Criminal Law of the People's Republic of China (China)
  - Note: Bribery of public officials and foreign public officials
- Anti-Unfair Competition Law of the People's Republic of China (China)
  - Note: Private bribery
- Prevention of Bribery Ordinance (Cap 201) (Hong Kong)
- Turkish Criminal Code No. 5237 (Turkey)
- Law on Declaration of Property and Combating Bribery and Corruption No. 3628 (Turkey)

### Others

- Bribery Act 2010 (UK)
- Foreign Corrupt Practices Act 1977 (US)

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

## Appendix 2: Types of Corruption

The United Nations Handbook on Practical Anti-Corruption Measures for Prosecutors and Investigators lists the more commonly encountered forms of corruption, which include:

- Petty Corruption**  
 Also known as administrative corruption, it involves the exchange of very small amounts of money and the granting of small favours.
- Grand Corruption**  
 Spreads through the highest levels of government, bringing about major abuses of power, disobedience of the rule of law, economic instability and the breakdown of good governance.
- Active and Passive Corruption**  
 The former refers to the act of offering or paying a bribe (where the payment of a bribe has taken place) and the latter refers to the request or receiving of a bribe (a bribe was offered but not accepted).
- Bribery**  
 Most common form of corruption, described as the act of conferring a benefit in order to influence an action or decision. It comes in the form of cash, company shares, inside information, sexual or other favours, entertainment, employment or future benefits such as a retirement job. The benefit can pass directly to the person bribed, or indirectly to a third party such as a friend, relative, associate, favourite charity, private business, political party or election campaign. Once bribery has occurred, it can lead to other forms of corruption.
- Embezzlement, Theft and Fraud**  
 Involves stealing by an individual exploiting his or her position of employment. Fraud involves the use of false or misleading information to induce the owner of property to part with it voluntarily. Theft is universally regarded as falling within corruption definitions where it occurs, carrying with it as it does, a breach of a fiduciary duty.
- Extortion**  
 Relies on coercion to induce cooperation, such as threats of violence or the exposure of sensitive information.
- Abuse of Function**  
 Performance of or failure to perform an act by a public official, in violation of the law, to obtain an undue advantage for himself/herself or for another person or entity.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

- **Favouritism and Nepotism**


Involve abuses of discretion, usually does not involve a direct personal benefit to an official but promote the interests of those linked to the official, be it through family, political party, tribe or religious group.

- **Creating and Exploiting Conflicting Interest**

Most forms of corruption involve the creation or exploitation of some conflict between the professional responsibilities of an individual and his or her private interest. The offering of a bribe creates such a conflict where none may have existed hitherto. In both the public and private sectors, employees and officials are routinely confronted with circumstances in which their personal interests conflict with their responsibility to act in the best interests of the state or their employer. Well-run organisations have systems to manage these situations, usually based on clear codes of conduct.

- **Improper Political Contribution**

Donations made with the intention or expectation that the party will, once in office, unduly favour the interests of the donor, is tantamount to the payment of a bribe.

 IHH Healthcare Berhad	Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
	Effective Date	1 September 2019		
DOCUMENT TITLE	ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)			

### Appendix 3: Template Anti-Bribery and Corruption Contractual Clauses

#### ANTI-BRIBERY AND ANTI-CORRUPTION ADDENDUM

This addendum (‘**Addendum**’) is made a part of, and attached to the [*insert defined form of relevant contract*], dated \_\_\_\_\_ (‘**Effective Date**’) [*Note to draft. ‘Effective Date’ should correspond to the effective date of the relevant contract to which this is an addendum.*]

1. **Definitions.** For the purposes of interpretation of this Addendum the following defined terms shall apply:

“**Affiliate**” means any entity that controls, is controlled by, or is under common control, in each case either directly or indirectly with either [IHH] or [Supplier/Service Provider], where “control” means the ownership of, or the power to vote, more than 50% of the voting stock, shares or interests of the entity. An entity that otherwise qualifies under this definition is included within the meaning of “Affiliate” even though it qualifies after the Effective Date.

“**Agreement**” means the provisions of this [*insert defined form of relevant contract*] Agreement dated \_\_\_\_\_, together with the appendices and other exhibits attached thereto or incorporated by reference therein, as amended from time to time.

“**Applicable Law**” means country laws, state and federal laws, any European Directives, rules, regulations, executive orders, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline, concession or case law from time to time that apply to [IHH], [IHH]’s Affiliates, [Supplier/Service Provider] or [Supplier/Service Provider]’s Affiliates (as a service provider to [IHH] or [IHH]’s Affiliates) or the [Services] [*Note to draft. Tailor the reference to ‘Services’ based on the nature of the contract and the term used within.*], including (i) any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country including the Malaysian Anti-Corruption Act 2009, Prevention of Corruption Act 1988, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, in each case any amendments in relation to each issued from time to time, (iii) laws or regulations addressing unfair, deceptive or abusive acts or practices, (iv) laws or regulations addressing money laundering and (v) laws or regulations related to economic sanctions.

“**Associated Person**” means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for and on behalf of that entity in any capacity; for example, employees, agents, subsidiaries, representatives and subcontractors.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

“**Losses**” includes all losses, claims, demands, liabilities, obligations, fines, expenses, royalties, litigation, deficiencies, costs, and damages (whether economic, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ and accountants’ fees and disbursements.

“**Personnel**” means a party’s or its Affiliate’s directors, officers, partners (as applicable), employees, non-employee workers, agents, auditors and consultants. In addition, Personnel includes the directors, officers, employees, non-employee workers, agents, consultants or subcontractor used by [Supplier/Service Provider] or a [Supplier/Service Provider]’s Affiliate, directly or indirectly, [to provide any [Services] ***[Note to draft. Tailor the reference to ‘Services’ based on the nature of the contract and the term used within.]***

“**Public Official**” means any person who holds a legislative, administrative, judicial, executive or military position of any kind (appointed or elected) of a country, territory or subdivision thereof, or exercises a public function for such country or territory or subdivision thereof (or for a public agency or public enterprise), including: any government officer or employee (including officials, employees and agents of government-owned or government-controlled entities or public international organisations), any person acting in an official capacity for or on behalf of any government entity, or any political party, party official, or candidate for public office.

**2. Anti-bribery, Personal Dealings and Non-Subordination.** [Supplier/Service Provider] represents, warrants for and on behalf of itself, its Affiliates, Personnel and Associated Persons:

- (a) neither [Supplier/Service Provider] nor any of its Affiliates, Personnel or Associated Persons, has made or offered to make (or will make or offer to make), directly or indirectly, any unlawful payments to or has conferred or offered to confer (or will confer or offer to confer), directly or indirectly, any benefit upon any person (including any Public Official) in violation of any anti-bribery-related Applicable Law;
- (b) [Supplier/Service Provider] will not (and has not), and will procure that its Affiliates, Personnel or Associated Persons will not (in connection with this Agreement):
  - (i) make, give or offer any financial or other advantage to any person for the purposes of: (1) securing any improper advantage; inducing the recipient or another person to do or omit to do any act in violation of their duties or responsibilities (or for the purposes of rewarding such conduct); (2) influencing any act or decision of a Public Official; or (3) otherwise influencing the



Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

- conduct of any person in any manner relating to the subject of this Agreement;
- (ii) make, give or offer any financial or other advantage to any person where acceptance of the advantage would itself constitute violation of a person's duties or responsibilities; or
  - (iii) violate any anti-bribery related Applicable Law.
- (c) no IHH Personnel or any of their immediate family members (as applicable) has received or will receive, directly or indirectly, anything of value of any kind from its Personnel in connection with this Agreement; and
- (d) [Supplier/Service Provider] will conduct its business on behalf of IHH in compliance with this Addendum and with IHH's Anti-Bribery and Corruption Program statement [**Note to draft. To provide a link to the IHH Anti-Bribery and Corruption policy**], and any and all other [IHH] anti-bribery and corruption statements, programs, policies and standards that [IHH] has in effect or may put into effect and which have been provided to or otherwise made available to [Supplier/Service Provider] (including through any [IHH] external website).
3. **Certifications.** [Supplier/Service Provider] shall (within a reasonable time) provide to [IHH] such information and further written certifications as [IHH] may request from time to time to assist [IHH]'s efforts to ensure compliance with anti-bribery related Applicable Law.
4. **Training.** Upon request by [IHH], [Supplier/Service Provider] shall institute an anti-bribery-compliance training and reporting program that meets [IHH]'s prescribed requirements. Additionally, [IHH] may designate which [Supplier/Service Provider] positions and personnel must receive such training.
5. **Termination for Breach.** [IHH] may terminate the Agreement immediately on written notice to [Supplier/Service Provider] if [Supplier/Service Provider] breaches any provision of this Addendum. The [Supplier/Service Provider] shall not be entitled, nor shall it seek, any compensation for the termination of this Agreement on account of this paragraph 5.
6. **Indemnification.**
- (a) [Supplier/Service Provider] agrees to indemnify and hold harmless [IHH] and IHH's Affiliates and each of their respective directors, officers, shareholders, employees, contractors and agents (“**Indemnified Parties**”) and agree to keep the Indemnified Parties fully indemnified, immediately upon demand, against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any Indemnified Party (a “**Claim**”), relating to the failure of

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

[Supplier/Service Provider], [Supplier/Service Provider]’s Affiliates, [Supplier/Service Provider]’s Personnel or Associated Persons of the [Supplier/Service Provider], or anyone acting for or at the direction of [Supplier/Service Provider], to comply with this Addendum.

- (b) The Indemnified Parties shall be entitled, in their absolute discretion, to take such action as they may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any Claim (including without limitation, making claims or counterclaims against third parties). [Supplier/Service Provider] shall furnish the Indemnified Parties with such records, information and testimony, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Parties in connection therewith. [Supplier/Service Provider] hereby unconditionally and irrevocably agree and acknowledge that nothing in this Agreement shall require the Indemnified Parties to take any action to their detriment or which may damage the reputation of IHH (including its Affiliates and Associated Persons) while defending or prosecuting a Claim, including without limitation pleading guilty to criminal charges or admitting wrongdoing under any Applicable Law, agreement or instrument binding upon them.
  - (c) The indemnification rights of the Indemnified Parties under this Addendum are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have at law, under this Addendum, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
7. **Audits and Records.** During the term of the Agreement and for a period of [six years] after its termination or expiration, [Supplier/Service Provider] shall allow [IHH] and [IHH]’s designated representatives to audit, review and copy (“**Audit**”) Addendum Records during regular business hours. [Supplier/Service Provider] shall provide [IHH] with access to Addendum Records to conduct an Audit within 24 hours after [Supplier/Service Provider]’s receipt of a request from [IHH]. [Supplier/Service Provider] shall cooperate fully and provide such assistance as is reasonably requested by [IHH] in connection with an Audit. For purposes of this Addendum, “Addendum Records” means all information, including [Supplier/Service Provider]’s systems, relating to the subject matter of this Addendum.
  8. **Post termination assistance.** During the term of the Agreement and for a period of [six years] after its termination or expiration, [Supplier/Service Provider] shall give reasonable assistance and cooperation to [IHH] and [IHH]’s Affiliates and designated representatives in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY (“ABC POLICY”)</b>		

9. **Conflict with Agreement.** To the extent a provision of this Addendum conflicts with a provision of the Agreement, the Addendum provision shall prevail.

---

***[Note to draft. Please have the following paragraph inserted in the main body of the relevant contract.]***

**Compliance with anti-bribery related Applicable Law.** [Supplier/Service Provider] shall comply with any and all applicable anti-bribery laws and [IHH]’s prescribed anti-bribery requirements are set forth in the Anti-Bribery and Anti-Corruption Addendum, a copy of which is attached as Annexure [], and incorporated herein by reference.

Reference No.	IHHHB/POL/RM/CG-ABCP	Revision No	0
Effective Date	1 September 2019		
<b>DOCUMENT TITLE</b>	<b>ANTI-BRIBERY AND CORRUPTION POLICY ("ABC POLICY")</b>		

#### Appendix 4: Template Employee / Third Party Representative Declaration

All employees and Third Party Representative\* are required to read and understand our IHH Anti-Bribery and Corruption ("ABC") Policy. You are required to acknowledge that you have done so and shall comply with the anti-bribery and corruption requirements.

\* *Third Party Representative are persons who perform services for or on behalf of IHH Group*

Should you be uncertain about what constitutes a non-compliance to the IHH ABC Policy or any applicable anti-bribery and anti-corruption laws, please refer to your HR Business Partner / Requestor Department\*\*, or Legal and Group Integrity Officer

\*\* *Department responsible for engaging a third party for IHH Group*

#### CERTIFICATION

Please check the appropriate boxes below:

- ☐ I acknowledge that I have read and understood the IHH Anti-Bribery and Corruption ("ABC") Policy.
- ☐ I confirm that I shall comply with IHH ABC Policy throughout my employment and/or relationship with IHH Group.
- ☐ I confirm that I shall report any known or suspected violations of IHH ABC Policy or anti-corruption laws to IHH Group.
- ☐ I confirm that I understand that a violation of the IHH ABC Policy would constitute a disciplinary offence that could result in disciplinary measures up to and including termination. *(Applicable to Employee only)*

By signing below, you are acknowledging your acceptance and adherence to the above and the anti-bribery and corruption requirements stipulated within the IHH ABC policy.

Name : \_\_\_\_\_

Employee Number : \_\_\_\_\_ *(applicable to Employee only)*

Signature : \_\_\_\_\_

Date : \_\_\_\_\_