



**ANTI – CORRUPTION and ANTI – BRIBERY POLICY**

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## ANTI-CORRUPTION AND ANTI- BRIBERY POLICY

### A. INTRODUCTION

The Company has zero tolerance for bribery and other forms of corruption. This Anti-Bribery and Anti-Corruption Policy ( the “**Policy**”) reflects our commitment to conducting business with honesty and integrity as well as in compliance with all applicable laws and regulations in each jurisdiction it operates in which includes but not limited to (*Indian*) *Prevention of Corruption Act, 1988*, (*Indian*) *Prevention of Money Laundering Act, 2002*, UK Bribery Act 2010 and the US Foreign Corruption Practices Act of 1997 (collectively “**Anti-Bribery Laws**”).

Corrupt conduct can have severe legal consequences for the Company as well as those who have engaged in, approved or acquiesced in such conduct. The potential consequences include heavy fines, the repayment or sacrifice of ill-gotten gains, a ban on doing business with governments and government owned entities and the appointment of a court appointed compliance monitor.

Corrupt conduct also increasingly is being punished with lengthy prison terms for individuals who are deemed to have been responsible for the misconduct that occurred. Simply acquiescing in corrupt conduct (knowing that corrupt conduct is about to or reasonably likely to occur and failing to stop it) can have severe legal consequences, including fines and imprisonment. Any individual who fails to comply with this Policy may also be exposed to personal legal risk as well as disciplinary action by the Company, including, but not limited to, termination or suspension of contract (including employment contract). Corruption also can have a very negative effect upon the Company’s reputation.

This Policy supplements the principles set out in the Code of Business Conduct (the “**Code**”) and the Operating Policies and Procedures (the “**OPPs**”). Compliance with this Policy is a vital responsibility as a failure to comply may expose the Company to civil, administrative and criminal consequences such as liability, fines, and/or reputational damage.

### B. APPLICATION

This Policy applies to Company’s directors, officers and Employees, the directors, officers and employees of the Company’s subsidiaries and affiliates and, insofar as they are acting or purporting to act on Company’s behalf, all of those with whom the Company has a business relationship, including the Company’s suppliers and customers as well as those participating in a joint venture or other comparable business arrangement with the Company.

This Policy applies to both:

- (i) public sector bribery (bribery of Public Officials (*as defined below*); and
- (ii) private sector bribery (bribery of private persons/commercial organizations).

### C. ADDITIONAL GUIDANCE

No manual, however detailed, can cover every corruption issue that can arise. If you have questions about what you should do in a particular situation, please discuss with your direct line manager, supervisor or Compliance Function of your organisation.

The bedrock rule in the event of uncertainty is simple:

**Ask first and act later, once you have obtained authoritative guidance.**

### D. DEFINITIONS

**“Anything of Value”** means:

- (i) This Policy applies to improper exchanges or offers of *anything of value* (with no minimum amount threshold);
- (ii) That is, anything that would involve the provision of a benefit, favour or advantage of any description, including, but not limited to, the following:
  - (a) cash or cash equivalents;
  - (b) purchase or sale of property or services at inflated or discounted prices;
  - (c) hospitality;
  - (d) cars;
  - (e) jewellery;
  - (f) home improvements;
  - (g) travel;
  - (h) loans;
  - (i) loan guarantees; and
  - (j) shares.
- (iii) A thing of value can also include intangible benefits such as:
  - (a) inside information;
  - (b) stock tips; and
  - (c) improper assistance in arranging a business transaction (for example, improper exchanges occurred in consideration for the bribed party arranging a business transaction for the bribing party).

**“Public Official”** means:

- (i) anyone who, including those on a temporary basis and with no compensation, occupies a position, is employed by, or exercises a public function in a government entity, or controlled directly or indirectly by public entities, whether they be local, national or

foreign;

- (ii) an employee, officer or representative of any person otherwise acting in an official capacity for, or on behalf of, a Government Authority (*as defined below*);
- (iii) a person who performs work for a Government Authority under a contract;
- (iv) a member of an assembly or a committee, or employees engaged in the performance of public duties in accordance with applicable laws and regulations;
- (v) a legislative, administrative, or judicial official, regardless of whether elected or appointed for a country or territory, or a subdivision of a country or territory;
- (vi) an officer of, or individual who holds a position in, a political party;
- (vii) a candidate for political office;
- (viii) an individual who holds any other official, ceremonial, or other appointed or inherited position with a government or any of its agencies;
- (ix) an officer or employee of an international organization (including, without limitation, the World Bank, United Nations, International Monetary Fund and OECD);
- (x) a person who is, or holds himself out to be, an intermediary acting on behalf of a government official;
- (xi) employees of state-owned companies, including those of state-controlled companies;
- (xii) an official or agent of a public international organization (such as the World Health Organization); or
- (xiii) a person who does not fall within above clauses but is determined by applicable legislation to be equivalent to a Public Official.

**“Government Authority”** means:

- (i) a Governmental Entity (*as defined below*);
- (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any Governmental Entity, however constituted;
- (iii) an association, organization, business or enterprise which is owned or controlled, directly or indirectly, by a Governmental Entity generally perceived to be performing a governmental function, other than those otherwise listed on a public stock exchange;

- (iv) a political party; or
- (v) a public organization, being an organization, whose members are countries or territories, governments of countries or territories, and/or other public international organizations.

“**Governmental Entity**” means any supra national organization, national, state, municipal or local government (including any court, administrative agency or commission or other governmental authority) or any arbitrator or any quasi-governmental or private body exercising any regulatory, judicial or other governmental or quasi-governmental powers.

## **E. BRIBERY**

Bribery is the offer, promise, payment, transfer, request, agreement to receive or receipt of ‘Anything of Value’ whether for themselves or any other person, directly or indirectly, to or from any person (whether a private person, commercial organization, or a Public Official), in order to:

- (i) induce or influence that person (or any other person) to perform their role or make specific decisions in a particular way, improperly or contrary to law;
- (ii) to secure or retain an advantage or benefit; or
- (iii) in the case of a Public Official, improperly influence that Public Official with the intention of obtaining or retaining business or a business advantage or directing business or other benefit to the Company or any other person.

No person covered by this Policy may offer, promise, authorize, acquiesce in or give money or Anything of Value to a Government Authority to induce the Government Authority to do or reward the Government Authority for having done something desired by our Company or refrained from doing something disadvantaging the Company.

A bribe can take the form of a "reward" and be paid after the improper performance of the relevant duty or obligation has taken place. Bribery includes offering or receiving Anything of Value on behalf of another person. For example, offering a person to pay for their child's education in exchange for that person making a decision to award a contract is considered a bribe. Offering a bribe or agreeing to receive a bribe (whether directly or indirectly through an agent), is enough to commit a breach of Anti-Bribery Laws and this Policy.

If you are unsure of what constitutes a bribe, please contact your direct line manager, supervisor or Compliance Function of your organisation. Additionally, **Appendix A (Red Flag Examples)** sets out a list of red flag examples to look out for in transactions and dealings, as well as a form to report these red flags.

## **F. COMPLIANCE WITH THIS POLICY**

### Prohibited conduct

Any persons covered under this Policy shall not:

- (i) offer, promise, give, request, accept or authorize a bribe of any kind;
- (ii) offer, promise, give or authorize, directly or indirectly, anything of value to a Public Official or to another person related to him/her at the request or with the consent of a Public Official in order to improperly influence a Public Official in his or her capacity as such and in order to obtain or retain business or an advantage in the conduct of business;
- (iii) authorize or engage in any of the above conduct through any intermediate or third party;
- (iv) frustrate or defraud, through agreements, arrangements or any other means, the competitive nature of a public bidding procedure;
- (v) obtain, in a fraudulent manner and without legal authorization, an improper advantage or benefit;
- (vi) finance, pay for, sponsor or in any way subsidize illegal acts, or offer, promise, give or authorize, directly or indirectly, anything of value, prohibited by Anti- Bribery Laws; or
- (vii) use intermediaries or third parties, whether individuals or legal entities, to conceal real interests in or the identity of the beneficiaries of illegal conduct.

The above prohibitions shall be applied to conduct of all the persons covered under this Policy, irrespective of the local laws and regulations that may apply.

## **G. FACILITATION PAYMENTS**

Facilitation payments are strictly prohibited. Any person covered under this Policy should refrain from offer, promise, give, request, accept or authorize facilitation payments of any kind in connection with the Company's business.

'Facilitation payments' are typically payments made for the purposes of facilitating or accelerating an action by a Public Official. For example, a payment to a custom official to speed up the release of goods from a customs warehouse, where the payment is outside of the usual process. Another example might be a cash payment to a Public Official to ensure that an application is approved more quickly than under the usual approval process.

## H. COMPLIANCE REQUIREMENTS

The Company is committed to compliance with all Anti-Bribery Laws in all jurisdictions and expects any person covered under this Policy to understand and comply with their legal obligations in this regard.

Any person covered under this Policy shall:

- (i) comply with the highest standards whether under this Policy or any applicable local laws and regulations;
- (ii) be vigilant in identifying any corruption or acts of bribery within the Company or in connection with the Company's funded projects or companies; and
- (iii) promptly report any suspicions or knowledge that bribery is occurring within the Company in accordance with the Company's Whistleblowing Policy by:
  - (a) notifying the Compliance Function; or
  - (b) making a report through the [info@equicapasia.com](mailto:info@equicapasia.com).

Where there is an inconsistency between legal obligations and the standards set out in this Policy, the higher standard of compliance applies.

## I. REPORTING GUIDELINES

Reporting requirement

- (i) Any person covered under this Policy must report any activity suspected to be unlawful or in breach of Anti Bribery Laws, a violation of this Policy, the OPPs or the Code;
- (ii) The Compliance Manual provides a detailed outline of the responsibilities of the Compliance Function;
- (iii) Any person covered under this Policy shall lodge a report if:
  - (a) they are approached, directly or indirectly, to be involved in activity relating to bribery or corruption; or
  - (b) suspect the existence of corruption or bribery.

Any person covered under this Policy shall consider if the circumstances require the filing of suspicious transaction reports required under applicable law, including escalating the matter where required. Any persons covered under this Policy who have any suspicions of any bribery or corruption must notify Compliance Function.

Any person covered under this Policy suspect that any member(s) of Compliance Function is/are involved in the conduct they may report suspicions directly to [info@equicapasia.com](mailto:info@equicapasia.com).

The Whistleblowing Policy also includes details of the **Compliance Hotline** whereby individuals are able to report anonymously.

In the event the Compliance Function determines that a violation of this Policy has occurred, the Compliance Function shall determine the appropriate response as soon as practicable, which may include, but shall not be limited to:

- (i) conducting further investigation of the violation;
- (ii) seeking assistance from outside counsel as needed;
- (iii) preparing recommendations for remedial action;
- (iv) notifying the Board of Directors of the planned response; and
- (v) promptly initiating all appropriate remedial measures.

## **J. INVESTIGATIONS**

When appropriate and after consideration, the Company may appoint an investigator to investigate reported allegations of bribery or corruption involving, or connected in any way to, the persons covered under this Policy. External counsel may be appointed as the investigator. The Company will then consider what action to take as a result of such investigations, including, where applicable, disciplinary actions against relevant persons (which could include dismissal), termination of relationships and contracts and reports to relevant governmental authorities or regulators if appropriate.

Any persons covered under this Policy shall co-operate fully, in a timely manner, in respect of any screening or investigation of issues or misconduct when requested to do so and to maintain the confidentiality of investigative information unless specifically authorized to disclose such information. Such co-operation would include, but is not limited to:

- (i) being available to be interviewed and replying fully and truthfully to all questions asked;
- (ii) providing the investigator with any items, information and documents requested that are within the control of the person covered under this Policy, including, but not limited to, electronic documents and data;
- (iii) cooperating in any testing required by the investigator; and

- (iv) preserving and protecting confidentiality or all information discussed and/or secured during an investigation.

Any person covered under this Policy is subject to an investigation may request that they be accompanied by a third party (including legal counsel) at their own cost during interviews as long as such request does not delay or impede the investigation. Both subjects and witnesses may consult, at their own expense, with legal counsel so long as such consultation does not delay the conduct of the interview or compliance of any other person covered under this Policy with any obligations under this Policy, unless permitted by the investigator.

If the person covered under this Policy does not comply with any obligation to co-operate, the investigator may draw an adverse inference from such refusal and refer the matter to the Compliance Function for recommendation on appropriate disciplinary action. Failure to co-operate shall include not responding in a timely and complete manner to enquiries, failure to provide relevant documents or other relevant information as requested.

#### **K. THE INVESTIGATION PROCESS**

All investigations should be conducted expeditiously by the Company within the constraints of available resources. The investigator shall:

- (i) examine both inculpatory and exculpatory information;
- (ii) take appropriate measures to prevent the unauthorized disclosure of investigative information;
- (iii) document its investigative findings and conclusions; and
- (iv) have full and unrestricted access to information and records (including emails) relating to the relevant the Company's activities.

More details in relation to investigations are set out in the Whistleblowing Policy.

#### **L. TRAINING AND EDUCATION**

Any person covered under this Policy involved in interaction with Public Officials, origination and business development work, sales, marketing, exporting, procurement, customer facing functions and any other employees upon request of Compliance Function should undertake appropriate anti-bribery training and education. Such persons shall be required to complete and sign, when hired and at least annually thereafter, an Employee Receipt and Acknowledgement (see form set out in **Appendix B**). This form is to confirm that each individual fully understands and has committed to complying with the Code and the OPPs (including this Policy).

The Company will use its reasonable efforts to provide, or arrange to have provided, regular training on the Policy and the Anti-Bribery Laws. The Company expects that Compliance Function is responsible for ensuring that such records are maintained (including copies of the presentations, dates, instructor's name and attendance lists), and confirming that the relevant employees complete any acknowledgement forms.

Any person covered under this Policy should be required and enabled to complete any assigned training to develop further understanding of the requirements outlined in this Policy, OPPs and Code.

#### **M. RECORD KEEPING AND MONITORING**

Any person covered under this Policy shall provide reporting on at least a quarterly basis to Compliance Function. The Compliance Function is responsible for recording all reports received by the Company made under this Policy, including a record of the investigation and the outcome of those investigations. The Compliance Function will also be responsible for the monitoring of, and ongoing compliance with, this Policy.

The Compliance Function will submit regular reports to Board of Directors with the aim of enabling the Board members to make an informed assessment of the levels of bribery reported, the types of bribery risk presented and the effectiveness of antibribery policies and procedures in the light of developments in Anti-Bribery Laws, training conducted, practice and enforcement.

#### **N. ANTI-MONEY LAUNDERING AND COUNTERING THE FINANCING OF TERRORISM**

Any persons covered under this Policy should be mindful of the risk of money-laundering and terrorist-financing in connection with their dealings with intermediaries or third parties or in their day-to-day activities.

Any person covered under this Policy should report to the competent authorities in the country of transactions suspected of being connected with money laundering or terrorist financing. Once the information has been reported to the competent authority, there is generally no ongoing requirement to report the same facts after they have been reported.

#### **O. MONEY LAUNDERING**

Money laundering is the act of engaging in a financial transaction with the intention of concealing the identity, source and destination of funds. Money launderers act to conceal the source of illegally obtained money and create the appearance that it originates from a legitimate source. One of the ways in which this is achieved is by giving this money to an intermediary who is already legitimately taking in large amounts of money.

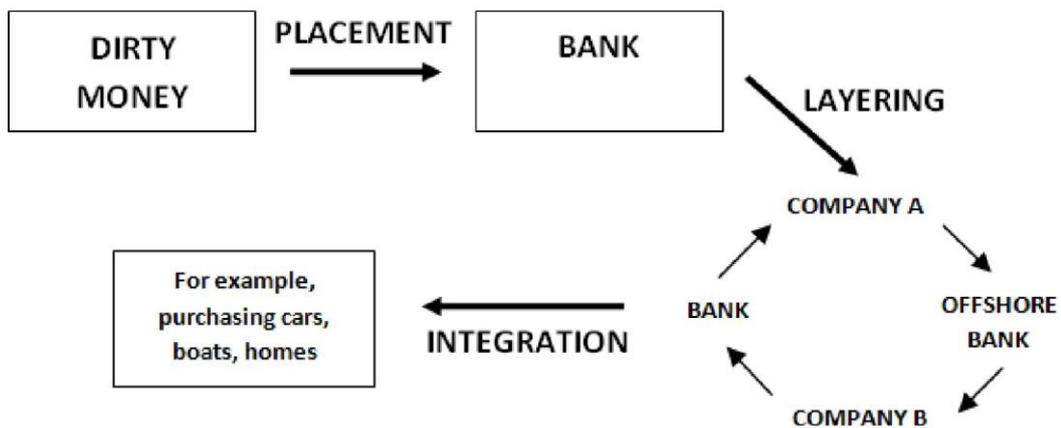
As money is fungible and a preferred medium of exchange in the criminal world, it increases the criminals’ interest to (i) conceal the true ownership and source of funds; (ii) maintain control over the money; and (iii) alter the form of the money to mask its origins.

The following stages of money laundering process are commonly identified in money laundering activities:

- (i) *Placement* - the physical disposal of cash proceeds derived from illegal activities;
- (ii) *Layering* - separation of illicit proceeds from their sources by creating complex layers of financial transactions designed to disguise the financial sources where the money came from, subvert the audit trail and provide anonymity;
- (iii) *Integration* - creating the impression of apparent legitimacy of criminally derived wealth. In the event where the layering process is successful, integration schemes effectively return the laundered proceeds back into the financial system as if the proceeds are from legitimate business actions.

The below diagram provides a high-level illustration of the money laundering process:

What is terrorist financing



Terrorist financing refers to carrying out of transactions involving funds or properties that are owned or controlled by terrorists and its organizations that are linked to, or likely to be used in, terrorist activities. Terrorists and its organizations require financial support in order to perform terrorist activities. It is important to obscure or disguise links between them and their funding sources. Therefore, the terrorist groups must find ways to launder funds regardless of whether the funds are from an illicit or legitimate source in order to be able to use them without attracting any attention of the authorities.

## **P. RESPONSIBILITIES**

Any person covered under this Policy should be mindful of and to mitigate the risk of money laundering and terrorist financing by:

- (i) exercising due diligence when conducting business relationships with any individuals and organizations;
- (ii) conducting its business in conformity with high ethical standards and guard against undertaking any transaction that is or may be connected with or may facilitate money laundering and facilitate terrorist financing; and
- (iii) whenever required, and to the fullest extent possible, assisting and cooperating with the relevant law enforcement authorities in preventing money laundering and terrorist financing.

**Appendix C** and **Appendix D** set out forms of due diligence questionnaires for prospective third-party suppliers and Joint Venture partners, respectively. These questionnaires may be used as part of due diligence and screening procedures when engaging with the third parties or Joint Venture partners.

## **Q. DUE DILIGENCE AND KYC**

Any person covered under this Policy should identify all intermediaries or third parties acting on their behalf or with whom dealings or business is conducted. Where the third party is a Company, partnership, body corporate or unincorporated body, apart from identifying the entity, also identify the directors, partners, owners and persons having executive authority (as the case may be), conduct regular due diligence and ‘know your customer’ investigations in respect of all intermediaries or third parties acting on their behalf or with whom dealings or business is conducted in connection with projects.

**Appendix C** and **Appendix D** set out forms of due diligence questionnaires for prospective third-party suppliers and Joint Venture partners, respectively. These questionnaires may be used as part of due diligence and screening procedures when engaging with the third parties or Joint Venture partners.

## **R. RESPONDING TO BREACHES**

If there is suspicion of breaches against anti-money laundering or counter terrorist financing laws and regulations, the person covered under this Policy should obtain and provide information about the circumstances surrounding the transaction / activities immediately to Compliance Function who shall determine if the information provided is reasonable and legitimate. Upon affirmation of a breach(es), the Compliance Function should take necessary action and raise a red flag to Board of Directors immediately.

**S. TIPPING-OFF**

No person shall disclose to any other person information or any other matter which is likely to prejudice an investigation or proposed investigation that he knows or has reasonable grounds to suspect is being conducted or is about to be conducted by the relevant authorities.

**T. GENERAL PRINCIPLES**

The Company is committed to conducting its business with complete integrity, and in a manner, which ensures compliance with all applicable laws and with the highest ethical standards. The Company will use its best endeavours to ensure that all those acting on Company's behalf, whether they are employees, contractors, third party intermediaries or agents, are aware of and share our commitment to conducting business ethically.

Any person covered under this Policy will only engage with intermediaries and third parties who will act with integrity and undertake their business without bribery. Accordingly, they shall not engage with intermediaries or third parties who they are aware engage in unethical practices that would be prohibited under Anti-Bribery Laws.

If any person covered under this Policy is uncertain as to the procedure for the engagement of an intermediary or a third party, they should notify Compliance Function.

**U. RISK-BASED DUE DILIGENCE**

Due diligence involves the investigation and evaluation of a prospective intermediary or third party by way of background checks and research to assess their risk of engaging in bribery or terrorism financing. At first instance, the third-party due diligence questionnaire should be completed by the third party. Any issues identified on the completion of the third-party due diligence questionnaire should be promptly brought to the attention of the Compliance Function, along with any other information known about the intermediary or third party.

As part of the due diligence review, Company may assess, among other things:

- (i) the reputation of the intermediary or third party, including through public information and reference checks;
- (ii) whether any Public Official has a direct or indirect beneficial interest in, or a relevant relationship with, the intermediary or third party;
- (iii) the professional capability, experience and credibility of the intermediary or third party;
- (iv) the history of the intermediary or third party's compliance with Anti-Bribery Laws and other relevant laws and regulations regarding integrity, and comfort that the intermediary

and third party will continue to comply with the same; and

- (v) any additional items as determined by Compliance Function.

## V. DECLARATION OF INTEREST

Any person covered under this Policy who has a commercial interest in the third party (business or personal) should disclose that relationship to the Compliance Function using the form at **Appendix E**.

## W. ENHANCED DUE DILIGENCE

If, on analysis of the responses to the third-party due diligence questionnaire:

- (i) there has been identified the existence of one or more red flags (using as an example, the list of ‘red flags’ as set forth in **Appendix A**); or
- (ii) if for any other reason the Compliance Function considers that the engagement with the intermediary or third party will present higher risks to the Company.

The Company is entitled to seek to carry out enhanced due diligence (for example, as set out at **Appendix F**).

If, on the basis of the enhanced due diligence, the Compliance Function is of the view that the Company should not enter into arrangements with the party, Project Lead will discuss this with Executive Management and, if Executive Management agrees, the contract will not be entered into.

If, however, as a result of the enhanced due diligence the Project Lead is able to identify satisfactorily mitigating factors for the presence of red flags and, as a result, considered the risks to be reduced, the Compliance Function may give approval to the arrangement.

## X. PROJECTS AND JOINT VENTURES

Pre-contract due diligence

Prior to the Company entering into any project, joint venture, teaming arrangement or other business combination with an intermediary or third party (the “**Project**” or “**Joint Venture**”, used interchangeably), all Project or Joint Venture parties must undergo a due diligence review to ensure that the terms and conditions of the Project or Joint Venture would not result in a violation of standards or Anti-Bribery Laws.

## Y. DUE DILIGENCE REVIEW

Prospective parties to a Project or Joint Venture should be required to complete the Joint Venture Questionnaire at **Appendix D**.

As part of the due diligence review, the Company may assess, among other things:

- (i) the reputation of the Project or the Joint Venture party and its principals, including through public information and reference checks;
- (ii) whether any Public Official has a direct or indirect beneficial interest in, or a relevant relationship with, the Project or the Joint Venture or their principal parties;
- (iii) the professional capability, experience and credibility of the Project or Joint Venture party and its principals;
- (iv) the adequacy of the internal controls of the Project or the Joint Venture and their principal parties;
- (v) the financial standing and credibility of the Project or the Joint Venture and their principal parties;
- (vi) the history of the Project or the Joint Venture (for example, the original acquisition/government approval of any licenses/concessions contributed to the Project or the Joint Venture by relevant parties);
- (vii) the Project or the Joint Venture and their principal parties', compliance with Anti-Bribery Laws and other relevant laws and regulations regarding integrity and comfort that the intermediary and third party will continue to comply with the same;
- (viii) the Project or the Joint Venture and their principal parties' ability and willingness to comply with the Company's standards;
- (ix) any additional items as determined by the Compliance Function; and
- (x) any red flags (examples as set out in **Appendix A**).

The Company may not enter into a Project or a Joint Venture Contract without the approval of the Compliance Function.

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## Z. CONTRACTS WITH PROJECTS OR JOINT VENTURES

All Company's Joint Ventures should be required to comply with Anti-Bribery Laws and this Policy and the Company's standards. **Appendix G (Standard Contract Clauses)**: sets out a list of anti-corruption contract clauses for inclusion in Project or Joint Venture Contracts. These are model provisions and should be adapted to the specific relationship contemplated by the Company.

## AA. CERTIFICATIONS

Each year, the Company is required to certify compliance with the Code and Policies (refer to the Compliance Manual).

The Company will expect to receive an annual certificate from relevant project leads, managers or other individuals designated or in a position to have relevant personal knowledge of the Joint Ventures to the effect that the project, Company or Joint Venture has adhered to and will comply with the Anti-Bribery Laws, this Policy and the Company's standards generally. **Appendix H (Project Lead's Certification)**: sets out the form of certificate expected to be received annually. Such certification should be provided to the Compliance Function before **10 January** of each year.

## BB. GIFTS AND HOSPITALITY

Giving or receiving hospitality (including meals, accommodation and transport) is permitted (subject to the recording and approval requirements set out in this Policy), provided that, the hospitality is not provided for an improper purpose and the nature, style and tone of any hospitality is reasonable in the circumstances and could not be perceived as lavish, disproportionate or inappropriate. Particular care must be taken when giving gifts or hospitality to Public Officials (including employees of state-owned companies and public international organizations).

Any person covered under this Policy shall follow the procedures set out in this Policy for recording gifts and hospitality. Before offering or accepting gifts or hospitality and should check whether prior approval is needed. Failure to comply with the rules set out in this Policy on gifts and hospitality is a serious matter and may result in disciplinary action.

What are gifts and hospitality?

- (i) Gifts can include any things given or received in connection with the Company business (for example, wine, flowers, gift baskets);
- (ii) Hospitality includes all social entertainment and/or hosting in connection with the Company's business (for example, tickets to events, invitations to sponsored events, paying for or providing lunch or dinner).

What to consider when giving or receiving gifts or hospitality

- (i) Any person covered under this Policy should act diligently and responsibly to assess whether providing or receiving gifts or hospitality to any person:
  - (a) constitutes, or reasonably could be perceived as constituting, an improper inducement;
  - (b) would violate any applicable law, regulation or the code or policies of the Company;
  - (c) could be perceived as creating a conflict of interest; or
  - (d) could reflect negatively on the Company’s reputation.
- (ii) If a gift or hospitality might breach such terms, you must not offer or engage in the gift or hospitality. In addition, in connection with your employment and/or the business of the Company, you may not arrange, provide or accept entertainment of a sexually explicit nature.

**CC. SUMMARY TABLE FOR GIFTS AND HOSPITALITY**

<b>Value (when all other requirements are met)</b>	<b>Record?</b>	<b>Pre-approval required?</b>
Below threshold value (INR 500)	Yes	No
Below threshold value (INR 500) for Public Officials	Yes	Yes, Compliance Function
Above threshold value (INR 1000) for a private individual (not a Public Official)	Yes	Yes, Compliance Function
Above threshold value (INR 500) for a Public Official	Prohibited	Prohibited
Cash or cash equivalents in any amount	Prohibited	Prohibited

**DD. RECEIVING GIFTS AND HOSPITALITY**

Any person covered under this Policy shall not accept a gift or hospitality where the person offering the gift or hospitality intends to influence improperly a business decision, or other action,

that you are due to take, or perform, or to reward you improperly in relation to a business decision or action.

All business gifts or benefits received should be reported unless of an insignificant value. The guidelines below set out the reporting and approval requirements for the receipt of gifts and hospitality. Furthermore, gifts of cash of any amount (whether the cash be given or received) are prohibited.

- (i) Keep, and need not report, small promotional items (such as stationary, caps etc) which are of only minimal value (i.e. up to INR 500). Hospitality of value less than INR 500 need not be reported;
- (ii) Gifts, benefits or offers of hospitality with a value in excess of INR 500 but less than INR 2000 must be reported to the Compliance Function. Prior approval is not required;
- (iii) Gift, benefits or offers of hospitality with a value in excess of INR 2000 must not be accepted without the prior approval of Compliance Function who will decide on the appropriate course of action.
- (iv) These rules also apply to the receipt of gifts and hospitality from Public Officials.

Receiving gifts/hospitality from suppliers/tenderers/third parties:

- (i) No hospitality or gifts should be accepted from a supplier/tenderer/third party during a tender/pitch/contract negotiation, renewal or dispute. Where a gift or hospitality has been offered during this period, it must be discussed with the Compliance Function;
- (ii) Outside the periods discussed at paragraph (a) above, may keep, and need not report, small promotional items which are of only minimal value (i.e. up to INR 500). Hospitality of a value less than INR 500 need not be reported. However, repeat invitations below the threshold may constitute a bribe, and so additional care must be taken where more than three invitations or gifts per calendar year are being sought to be provided by any one supplier;
- (iii) Gifts, benefits or offers of hospitality with more than a nominal value (i.e. in excess of INR 500 from a supplier) but less than INR 2000 must be recorded in a Hospitality and Gifts Register with the same reported to the Compliance Function;
- (iv) Gifts, benefits or offers of hospitality with a value in excess of INR 2000 must not be accepted without the prior approval of the Compliance Function who will decide the appropriate course of action;
- (v) Any person covered under this Policy may attend industry events which are relevant to the person's role and responsibility in respect Company. However, one should bear in mind

the contents of this Policy and in particular, in relation to gifts and hospitality. However, any person covered under this Policy should not attend industry events without the prior approval of Compliance Function if their attendance contravenes this Policy;

- (vi) Where a person is the beneficiary of approved hospitality in respect of the industry event, then the same must be recorded in a Hospitality and Gifts Register with the same reported to the Compliance Function.

## **EE. GIVING GIFTS AND HOSPITALITY**

Any person covered under this Policy should not offer a gift or hospitality in connection with Projects where the intention is to improperly influence a decision that the person receiving the gift or hospitality is due to make regarding the Company.

In each case, there are two tests which must be considered:

- (i) whether the nature and cost of the hospitality or gift is appropriate from the Company's perspective; and
- (ii) whether the Company or organisation represented by the individual recipient (rather than the individual recipient) would think it appropriate that person is entertaining/giving a gift to its representative in the manner proposed.

Giving gifts/hospitality to other business partners/suppliers

- (i) Gifts or benefits (not hospitality) should not be given to businesses with whom the Company are negotiating a tender, contract or contract renewal, or with whom the Company are in dispute, without approval from the Compliance Function;
- (ii) Gifts or benefits (not hospitality) to business partners/suppliers with a value below INR 500 do not need approval or reporting;
- (iii) Gifts or benefits (not hospitality) with a value in excess of INR 500 but less than INR 2000 must be recorded in a Hospitality and Gifts Register with the same reported to the [Insert designation];
- (iv) Gifts or benefits (not not hospitality) to business partners/suppliers with a value in excess of INR 2000 must be approved in advance by Compliance Function;
- (v) Hospitality to business partners/suppliers with a value in excess of the limits set out in the Travel & Reimbursement Policy should be approved in advance by the [Insert designation]. If an event unexpectedly goes over this limit, it should be reported afterwards to the Compliance Function.

Giving gifts/hospitality to Public Officials:

- (i) Anti-Bribery Laws impose different rules for Public Officials as they are likely to be the subject of public scrutiny. Public Officials have threshold amounts for gifts and hospitality they are permitted to receive. These vary by jurisdiction.
- (ii) No gifts or hospitality should be given to Public Officials without approval from the [Insert designation];
- (iii) The only exception to this prohibition is that ordinary courtesy hospitality of nominal value only (for example, sandwich lunch at a business meeting) may be offered to Public Officials when hosting a meeting, without prior approval;
- (iv) Gifts, benefits and hospitality above the threshold value of US\$10 are prohibited.

#### **FF. APPROVAL AND PAYMENT PROCEDURES**

The approval and payment procedures in respect of hospitality and gifts are as follows:

- (i) Please submit an offer/receipt request for hospitality and gifts via email to [akhil@equicapasia.com](mailto:akhil@equicapasia.com) (request form set out in **Appendix I**);
- (ii) The Compliance Function will review all requests for gifts and hospitality and provide approval or disapproval. The decision-making process undertaken must be documented and provided to the Board of Directors accordingly;
- (iii) The Compliance Function notifies the request outcome and updates the Hospitality and Gifts Register where the request is approved;
- (iv) Where the threshold for gifts and hospitality has been exceeded, these must be reported to the Board by Compliance Function.

#### **GG. RECORDS OF GIFTS AND HOSPITALITY**

For Employees, all gifts and hospitality given and received above the respective threshold values should be accurately recorded and documented in a Hospitality and Gifts Register. **Appendix J (Hospitality and Gifts Register)**, sets out an example format for a Hospitality and Gifts Register.

#### **HH. CONTACTS**

All queries relating to the acceptability of gifts or hospitality which could potentially lead to an actual or perceived conflict of interest or reputational issue should be directed to the Compliance Function.

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## II. POLITICAL AND CHARITABLE DONATIONS

Any person covered under this Policy shall not provide donations or social contributions on the Company's behalf without conforming to the requirements of this Policy, including obtaining internal authorisation as required.

### JJ. POLITICAL DONATIONS

Any personal political donations must be transparent, compliant with applicable law. Under no circumstances are political donations to be made on behalf of the Company. It is important that the Company be free from any suspicion or perception (whether true or not) of bribery, whether direct or indirect. Nothing in this Policy prevents the person covered under this Policy from making political donations in a personal capacity. However, any personal political donation must not be made as a means of indirectly making a donation on behalf of the Company. For the Company's Employees, any political donations made in a personal capacity must be recorded in the register at **Appendix L**.

### KK. CHARITABLE DONATIONS

A charitable donation is a gift, hospitality, funding or other contribution that is offered or given to a registered charitable organization or entity. It is important that the Company be free from any suspicion or perception (whether true or not) of bribery, whether direct or indirect. All charitable donations made on behalf of the Company must be prior reviewed and approved by the Board.

Any person covered under this Policy should complete the due diligence questionnaire in regard to charitable donations at **Appendix K** and submit it to the Compliance Function. Charitable donations must not be made to individuals, they must be made to incorporated and registered community groups, clubs, associations, not-for-profit organizations, non-government organizations, other community related commercial organizations and/or academic bodies such as universities. Any charitable donations made on behalf of the Company should be recorded in the register at **Appendix L**.

### LL. PAYMENTS OF GIFTS AND HOSPITALITY

As far as possible, payments should be made to companies through cheque or electronic funds transfer, except where this is not possible as set out in below. Although all payments should be made by bank-to-bank transfer where possible, the Company recognizes that it conducts business in certain jurisdictions that operate largely on a cash basis. In cases of cash payments, the Company expects that the Company Employees shall promptly provide receipts and documentation showing how cash amounts were spent where claiming reimbursement for such amounts from the Company.

**MM. REVIEW AND CHANGES TO THIS POLICY**

The content of this Policy shall be reviewed regularly by the Board of Directors. In particular, the Board of Directors may have regard to changes to the Company's requirements, applicable laws, complaints, reports and recommendations made regarding compliance with this Policy, including investigations undertaken and any potential or actual breaches identified.

This Policy may only be amended with the approval of the board. Amendments will take effect when the amended Policy is published on the Company's website.

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## APPENDIX A

### Red Flags

*Please note that these lists of “red flags” is not exhaustive. “Red flags” come in all shapes and sizes. Just because a particular fact does not fit squarely within one of the listed “red flags” does not mean it can be ignored. Any fact uncovered at any stage that suggests some commercial, financial, or ethical irregularity can constitute a “red flag.”*

#### Red Flags Involving Local Business Partners involved in a Transaction (Counterparty)

- The country involved (i.e. project or Counterparty location or genesis) has a reputation for corruption.
- The Counterparty’s conduct is suspicious or inconsistent with good or ethical business practices.
- The Counterparty is a Government Authority.
- Reputation research on the Counterparty identifies reputation for corruption or past allegations or incidents of corruption or illegality or provides other causes for concern regarding its integrity or the integrity of its principals.
- Government Officials (or their immediate family members) serve as directors, officers, employees or agents of the Counterparty or otherwise receive compensation of other benefits, directly or indirectly, from the Counterparty.
- The Counterparty or its representatives or agents requests a payment or gift or commission for himself or another.
- A Government Official is offered, or expects to receive, a financial interest, payment or gifts or commission from the Counterparty or in the transaction.
- It is suggested that a relationship is entered into with a particular third party where a particular Government Official may have discretionary authority over the business at issue.
- Government Officials are known or suspected to be shareholders or beneficial owners of the Counterparty.
- The Counterparty, or its principals, refuses to sign an anti-bribery certification or agree to anti-bribery audits, or objects to providing an anti-bribery compliance warranty without providing a reasonable explanation.
- The Counterparty objects to standard contract provisions or codes of conduct, without providing a reasonable commercial justification.
- A Government Official associated with the Counterparty has a conflict of interest in connection with the transaction (e.g., by having the authority to direct or influence a governmental action of relevance to the transaction).
- The Counterparty's participation in the underlying transaction is attributable to a sole-sourced or non-transparent bidding process or other apparent non-market considerations.

#### Red Flags Involving the Structure or Terms of the Transaction

- The Third Party uses agents to develop business.

- Control mechanisms are lacking or inadequate to prevent the diversion or misuse of funds committed to the transaction.
- Payments are contemplated or made to accounts or persons in countries that otherwise have no role in the transaction and without a reasonable commercial justification.
- There is unusual secrecy concerning all or certain aspects of the transaction or the project.
- There is trouble agreeing to reasonable financial and other controls in the joint venture or consortium.
- There is a suggestion that laws, normal business or bureaucratic channels can be bypassed or circumvented.
- There is an excessive or unusual operating budget or unusual equity/sweat/cash contributions or expenditures.
- Shell companies, holding companies, or blind trusts are proposed or used for the transaction without a reasonable commercial justification.
- The transaction or corporate structure or operations is unusual or is otherwise suspicious in the circumstances.
- There are parties involved in the transaction that do not have a substantive commercial role (for example, a “silent partner”).
- It is unclear whether a principal shareholder has a government affiliation.
- Counterparties or third parties will not reveal the identities of principals or others having a beneficial interest in the entity or the project.

#### Red Flags Involving Third Parties

- The Supplier/Consultant is or is affiliated with a Government Authority or Official.
- The Supplier/Consultant requests payment to an account that is not in the Supplier's/Consultant's name, or to a third party, or to a bank located in a jurisdiction in which COMPANY conducts no business.
- The Supplier/Consultant makes unusual or suspicious requests, such as to backdate invoices.
- The Supplier/Consultant proposes or uses shell companies, holding companies or blind trusts to hold funds or facilitate transactions.
- The Supplier/Consultant objects to standard contract or codes of conduct, without providing a reasonable commercial justification.
- The Supplier/Consultant hesitates or is unwilling to provide anti-bribery certifications or agree to anti-bribery audits or provide an audit compliance warranty without providing a reasonable explanation.
- The Supplier/Consultant asks for success fees that are substantially higher than the "going rate" in the relevant region among comparable service providers, without providing a reasonable commercial justification for the difference.
- The Supplier/Consultant was recommended by a Government Official.
- The Supplier/Consultant appears to lack the resources and/or qualifications to provide the services offered.
- The Supplier/Consultant is new to the business, unable to provide references, or unable to document its claimed experience.

- The Supplier/Consultant appears to be in significant financial difficulties or have a history of insolvency.
- The reputational research on the Supplier/Consultant identifies past allegations or incidents of corruption or unlawful activity, or provides other cause for concern regarding the Supplier's/Consultant's integrity.

**APPENDIX B**

**Employee Receipt and Acknowledgement**

**Receipt and acknowledgement regarding Anti-Corruption Compliance Policy, OPPs and Code**

I acknowledge that I have received my personal copy of the COMPANY Anti-Corruption and Bribery Policy (the “**Anti-Corruption Policy**”) and that I am aware of and know where to access the operating procedures and policies (the “**OPPs**”) and the Code of Conduct (the “**Code**”).

I understand that I am responsible for knowing, understanding, and adhering to the standards and requirements of the Anti-Corruption Policy, the OPPs and the Code, and that a deliberate breach or violation would constitute a disciplinary offence that could result in disciplinary measures up to and including termination.

Signature

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Print Name

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Date

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**APPENDIX C**

**Third Party Supplier Due Diligence Questionnaire**

References to "you" or "your" throughout this Questionnaire include (a) you personally if you are transacting with COMPANY in your individual capacity, or (b) the business with which you are affiliated if you are transacting with COMPANY through such an entity (also referred to as the "Business Entity").

**General Information**

1. Please provide your full name and the name of any business entity, in whatever corporate form, with which you are affiliated in connection with work that you may perform for COMPANY:

2. Please list your contact information, including business address, telephone, fax, e-mail and website (if available):

3. Please briefly describe your experience in the industry relevant to your proposed engagement with COMPANY:

**Individuals**

*If you operate as an **INDIVIDUAL** in transacting with COMPANY, please answer the following questions (if you operate as part as a Business Entity in transacting with COMPANY, please skip to question 8):*

4. Please identify if you (currently or previously) are a Public Official<sup>1</sup>:

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<sup>1</sup> **Public Official**" means: (i) anyone who, including those on a temporary basis and with no compensation, occupies a position, is employed by, or exercises a public function in government entity, or controlled directly or indirectly by public entities, whether they be local, national or foreign; (ii) an employee, officer or representative of, or any person otherwise acting in an official capacity for or on behalf of, a Government Authority; (iii) a member of an assembly or a committee, or employees engaged in the performance of public duties in accordance with applicable laws and regulations; (iv) a legislative, administrative, or judicial official, regardless of whether elected or appointed for a country or territory, or a subdivision of a country or territory, or a subdivision of a country or territory; (v) an officer

Position and Duties	Dates Position Held

5. Do you have any existing business partnerships or affiliations with Public Officials or Government Authorities<sup>2</sup>? If yes, please explain:

6. Have you or any Company that you controlled ever been declared insolvent or filed for bankruptcy? If yes, please explain:

7. Have you ever been accused of or convicted for violations of any Anti-Bribery Laws<sup>3</sup> or other relevant laws and regulations regarding integrity?

**Business Entities**

*If you operate as part of a **BUSINESS ENTITY** in transacting with the **COMPANY**, please answer the following questions (if you operate as an Individual, please skip to **question 13**):*

8. Please describe the legal structure of the Business Entity (e.g., Corporation, Partnership):

of, or individual who holds a position in, a political party; (vi) a candidate for political office; (vii) an individual who holds any other official, ceremonial, or other appointed or inherited position with a government or any of its agencies; (viii) an officer or employee of an international organization (including, without limitation, the World Bank, United Nations, International Monetary Fund and OECD); (ix) a person who is, or holds himself out to be, an intermediary acting on behalf of a government official; (x) a person who, although not a public officer, is determined by applicable legislation to be equivalent to a Public Official; (xi) employees of state-owned companies, including those of states controlled companies; and (xii) an official or agent of a public international organisation (such as the World Health Organisation).

<sup>2</sup> "Government Authority" means (a) a Governmental Entity; (b) an instrumentality, board, commission, court, or agency, whether civilian or military, of any Governmental Entity, however constituted; (c) an association, organization, business or enterprise which is owned or controlled by a Governmental Entity; or (d) a political party. "Governmental Entity" means any supra national organization, national, state, municipal or local government (including any court, administrative agency or commission or other governmental authority) or any arbitrator or any quasi governmental or private body exercising any regulatory, judicial or other governmental or quasi governmental powers.

<sup>3</sup> "Anti-Bribery Laws" means the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977, the Criminal Code Act 1995 (Cth) and any other relevant anti-bribery laws, anti-corruption laws, conflict of interest laws, and other similar laws, rules and regulations applicable to its business.

9. Please identify any Beneficial Owner<sup>4</sup> of the Business Entity that is a Government Authority:

Name	Title	Government Duties

10. Please identify each officer, director, employee or Beneficial Owner of the Business Entity (collectively, "**Principal**"), or any immediate family member of a Principal, who is a Public Official:

Name	Relationship with Business Entity or Principal	Position and Duties

11. Has the Business Entity ever been declared insolvent or filed for bankruptcy? If yes, please explain:

12. Has the Business Entity or any of its Affiliates, Principals, Parents or Sister Companies ever been accused of or convicted for violations of any Anti-Bribery Laws or other relevant laws and regulations regarding integrity?

13. Please identify any consultants, representatives, agents, brokers, or other intermediaries ("**Intermediaries**") that you anticipate engaging in connection with your proposed engagement or dealings with COMPANY:

<sup>4</sup> A "**Beneficial Owner**" is the person to whom the benefits of ownership of an interest in the Business Entity accrues, even though the interests in the Business Entity might be held by, or in the name of, another person or held in an account over which another person has investment discretion.

Name and Address (if Company) or Citizenship (if individual)	Relationship with the Business Entity	Is the Intermediary a Public Official?	Terms of Compensation (e.g., if the Intermediary is paid a commission)

14. With respect to each such Intermediary, please provide the following information for each of its Principals:

Name of Principal	Government positions (if any) held by the Principal

**Business Practices**

15. I and the Business Entity (if any) shall conduct my dealings with COMPANY and its representatives in accordance with the codes of conduct and operating policies and procedures of, and I and the Business Entity shall each do everything within its power to procure that COMPANY will not breach or violate any of its code of conduct or operating procedures and policies due to my and/or the Business Entity’s actions or omissions.

Yes / No
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**Certification**

I certify that:

1. I am duly authorized to make this certification on behalf of \_\_\_\_\_ and have personal knowledge regarding the subject matter of this certification.
2. After appropriate inquiry, the information provided in this Questionnaire response is true, accurate and complete in all material respects, and not misleading in any way.
3. I acknowledge that the COMPANY has the right to conduct ongoing due diligence on me and my business interests (including through third party investigators), and I shall continue to provide information that is true, accurate and not misleading to COMPANY and its representatives or their service providers as a condition of COMPANY continuing to be engaged with me.

4. COMPANY shall have the right to suspend all further dealings with me and/or terminate all dealings or arrangements and/or pursue remedies against me, in whole or in part with immediate effect and with no liability:
- (i) if COMPANY believes in good faith that I have provided inaccurate, false or misleading information to it;
  - (ii) if COMPANY breaches or violates any of its or code of conduct or operating procedures and policies due to any of my or the Business Entity's actions or omissions; or
  - (iii) where I or my affiliates become designated as a Restricted Party.<sup>5</sup>

I agree that if subsequent developments cause the information reported herein to be no longer accurate or complete, I will immediately so notify the Company about such change.

Submitted by:

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

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

Title: \_\_\_\_\_

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

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<sup>5</sup> **“Restricted Party”** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by SPV its members or donors, and/or any of their affiliates are prohibited or restricted.

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**APPENDIX D**

**Joint Venture Partner Due Diligence Questionnaire**

References to "you" or "your" throughout this Questionnaire include (a) you personally if you are transacting with COMPANY in your individual capacity, or (b) the Company; and vice-versa, references to the "Company" throughout this Questionnaire may include you personally if you are transacting with COMPANY in your personal capacity.

**Relevant Business Activity and Organization**

1. Company (the "**Company**") Name:
  
2. Please list all jurisdictions in which the Company has customers and/or provides services:
  
3. Please provide contact information for the Company including telephone, fax, e-mail, address and website:
  
4. Legal structure of the Company (e.g., Corporation, Partnership):
  
5. Date and Place of Company incorporation/registration:
  
6. Years the Company has been in business:
  
7. Is the Company or any of its Affiliates or Principals (including its parent Company or ultimate parent Company) from or incorporated within an "Intermediate Jurisdiction" as defined in the IFC's Use of Offshore Financial Centers in World Bank Group Private Sector Operations: Policy<sup>6</sup>
  
8. Please briefly describe the establishment of the Company, the primary areas of business activity, jurisdictions in which it operates, growth plans, etc., or provide a website reference with this information:

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<sup>6</sup> "Intermediate Jurisdiction" means a jurisdiction that is not the host country of the proposed investment, and is also not the jurisdiction of a sponsor or shareholder that owns at least 20% of the investee company, meaning: (i) in the case of a natural person, the jurisdiction of physical residence, and (ii) in the case of a legal person, the jurisdiction in which business operations physically take place. A legal entity the shares of which are publicly listed will be deemed to reside in the listing jurisdiction.

9. Please list any subsidiaries, joint ventures and other affiliates that are owned, directly or indirectly, in whole or in part, by the Company ("Affiliates"). For each Affiliate, please provide the following information:

Name/Address	Legal Structure/ Corporate Relationship to the Company	Date/Place of Incorporation	Type of Business

10. Please list any direct and indirect Parent Companies<sup>7</sup> and any Sister Companies<sup>8</sup> of the Company:

Name/Address	Legal Structure/ Corporate Relationship to the Company	Date/Place of Incorporation	Type of Business

**Company Ownership and Control**

11. With respect to each officer and director of the Company, please provide the following information:

Name	Title	Responsibilities for the Company	% Beneficial Ownership <sup>9</sup> , if any, in Company	Citizenship

12. With respect to each Beneficial Owner of an interest in the Company (of 5% or greater interest if the Company is publicly listed), please provide the following information:

Name and Address	Citizenship	Beneficial Interest in the Company (i.e., percent ownership or control)

<sup>7</sup> A "Parent Company" is a company that owns enough voting stock in another firm to control management and operations by influencing or electing its board of directors.

<sup>8</sup> A "Sister Company" is a subsidiary of the direct parent company of the Company, other than the Company itself.

<sup>9</sup> A "Beneficial Owner" is the person to whom the benefits of ownership of an interest in the Company accrues, even though the interests in the Company might be held by, or in the name of, another person or held in an account over which another person has investment discretion.

13. Please identify any Beneficial Owner of the Company that is a Public Authority<sup>10</sup>:

Name	Title	Government Duties

14. Please identify each officer, director, employee or Beneficial Owner of the Company (collectively, "**Principal**"), or any immediate family member of a Company Principal, who is a Public Official<sup>11</sup>:

Name	Relationship with Company or Company Principal	Government Official Position and Duties

15. Has the Company, or any of its Affiliates or Principals, ever been accused of or convicted for violations of any Anti-Bribery Laws<sup>12</sup> or other relevant laws and regulations regarding integrity?

16. Please describe the Company's accounting systems and controls and identify its outside auditor:

<sup>10</sup> "**Government Authority**" means (a) a Governmental Entity; (b) an instrumentality, board, commission, court, or agency, whether civilian or military, of any Governmental Entity, however constituted; (c) an association, organization, business or enterprise which is owned or controlled by a Governmental Entity; or (d) a political party. "**Governmental Entity**" means any supra national organization, national, state, municipal or local government (including any court, administrative agency or commission or other governmental authority) or any arbitrator or any quasi-governmental or private body exercising any regulatory, judicial or other governmental or quasi-governmental powers.

<sup>11</sup> "**Public Official**" means: (i) anyone who, including those on a temporary basis and with no compensation, occupies a position, is employed by, or exercises a public function in government entity, or controlled directly or indirectly by public entities, whether they be local, national or foreign; (ii) an employee, officer or representative of, or any person otherwise acting in an official capacity for or on behalf of, a Government Authority; (iii) a member of an assembly or a committee, or employees engaged in the performance of public duties in accordance with applicable laws and regulations; (iv) a legislative, administrative, or judicial official, regardless of whether elected or appointed for a country or territory, or a subdivision of a country or territory, or a subdivision of a country or territory; (v) an officer of, or individual who holds a position in, a political party; (vi) a candidate for political office; (vii) an individual who holds any other official, ceremonial, or other appointed or inherited position with a government or any of its agencies; (viii) an officer or employee of an international organization (including, without limitation, the World Bank, United Nations, International Monetary Fund and OECD); (ix) a person who is, or holds himself out to be, an intermediary acting on behalf of a government official; (x) a person who, although not a public officer, is determined by applicable legislation to be equivalent to a Public Official; (xi) employees of state-owned companies, including those of states controlled companies; and (xii) an official or agent of a public international organisation (such as the World Health Organisation).

<sup>12</sup> "**Anti-Bribery Laws**" means the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977, the Criminal Code Act 1995 (Cth) and any other relevant anti-bribery laws, anti-corruption laws, conflict of interest laws, and other similar laws, rules and regulations applicable to its business.

**Consultants**

17. Please identify any consultants, representatives, agents, brokers, or other intermediaries (collectively, "**Consultants**") that you may involve in the Joint Venture's business:

<b>Name and Address of Company or Citizenship (if individual)</b>	<b>Relationship with the Company</b>	<b>Is the Consultant a Public Official?</b>	<b>Terms of Compensation (e.g., if the Consultant is paid a commission)</b>

18. With respect to each such Consultant, please provide the following information for each of its Principals:

<b>Name of Principal</b>	<b>Responsibilities for the Company</b>	<b>Government Positions held by Principal</b>

**Business Practices**

19. The Company is prepared to conduct and implement the contemplated project and/or business (under discussion with COMPANY) in accordance with: (i) the codes of conduct and operating policies and procedures of COMPANY, (ii) the International Finance Corporation's Performance Standards on Environmental and Social Sustainability, and (iii) The World Bank Group Environmental, Health and Safety Guidelines, and the Company shall do everything within its power to procure that the contemplated Company and/or project is conducted and implemented in accordance with such standards.

Yes / No
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**Business References**

20. Please provide at least three unaffiliated business references.

<b>Full Corporate Name</b>	<b>Name of Contact Person and Full Address</b>	<b>Contact Information</b>

**Documents**

21. Please provide the following documents:

- (a) Company Charter/Registration Information
- (b) Evidence from Government Authority that Company is in good standing
- (c) Company code of ethics
- (d) Written anti-bribery guidelines (if any)

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## **Certification**

I certify that:

1. I am duly authorized to make this certification on behalf of the Company and have personal knowledge regarding the subject matter of this certification.
2. After appropriate inquiry, the information provided in this Questionnaire response is true, accurate and complete in all material respects, and not misleading in any way.
3. I acknowledge that Company has the right to conduct ongoing due diligence on me, the Company and any of my and/or the Company's business interests (including through third party investigators), and both I and the Company shall continue to provide information that is true, accurate and not misleading to Company and its representatives or their service providers as a condition of Company continuing to be engaged with the Company.
4. In connection with the business of the Joint Venture, the Company, its Affiliates, their respective Principals and Consultants, have not, and will not, take any action in violation of Anti-Bribery Laws, and have not and will not pay, offer, promise, or authorize the payment of money or anything of value, directly or indirectly, to any Public Official for the purpose of:
  - (i) influencing any act or decision of such person in its or his official capacity;
  - (ii) inducing such person to do or omit to do an act in violation of the lawful duty of such person; or
  - (iii) securing any improper advantage,in order to assist the Company or the Joint Venture in obtaining or retaining business for or with, or directing business to, any person.
5. The Company shall do everything within its power to ensure that the contemplated project and/or business (under discussion with Company) is conducted and implemented in accordance with: (i) the codes of conduct and operating policies and procedures of Company, (ii) the International Finance Corporation's Performance Standards on Environmental and Social Sustainability, and (iii) The World Bank Group Environmental, Health and Safety Guidelines.
6. Company shall have the right to suspend all further dealings with the Company and/or terminate all dealings or arrangements and/or pursue remedies against the Company, in whole or in part with immediate effect and with no liability:
  - (i) if Company believes in good faith that the Company has provided inaccurate, false or misleading information to it;
  - (ii) if Company breaches or violates any of its code of conduct or operating procedures and policies due to the Company's actions or omissions; or
  - (iii) where the Company or its shareholders, owners, or affiliates become designated as a Restricted Party.<sup>13</sup>

I agree that if subsequent developments cause the information reported herein to be no longer accurate or complete, I will immediately so notify Company.

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<sup>13</sup> "Restricted Party" means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by SPV, its members or donors, and/or any of their affiliates are prohibited or restricted.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPENDIX E

**Conflict of Interest Verification Form**

I hereby certify that I have the following conflicts of interest in relation to a potential Third Party engaged by or transacting with Company:

Third Party Name	Details of conflict of interest/potential conflict of interest

I hereby certify that I will immediately inform [*the Compliance Function*] if any of the above interests change.

Signature

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Print Name

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Date

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## **Appendix F**

### **Enhanced Due Diligence**

Where factors indicate that a particular contract should be treated as high risk in a bribery context (due to, for example, the location, nature of the services and/or method of payment), external checks should be carried out in addition to the completion of the questionnaire by the supplier/consultant.

These checks could be carried out by the project lead or the Compliance Function. A complete due diligence file for each third party and project should be maintained by the project lead and shared with the Compliance Function.

An example of further enhanced due diligence checks are as follows:

- check relevant company registers to ensure accuracy of information provided on incorporation, affiliates and ownership (where applicable);
- check details of authorisation of the party;
- using an anti-bribery reference tool and check names of individuals and entities;
- carry out press and internet searches on names of individuals and entities;
- pursue independent references;
- if the party states that it has been audited by an external third party, confirm with that third party to the extent possible;
- check relevant registers of political donations (to the extent possible);
- examine anti-bribery policy, training materials, policy on gifts and entertainment, monitoring processes and procedures for checking charitable donations, to the extent that these have been provided;
- engage third party investigatory consultants to conduct due diligence on the party and its affiliates and known associates;
- where policies and procedures are not present, Company / Joint Venture may wish to require the party to warrant compliance with relevant Company / Joint Venture / Investor code of conduct and operating procedures and policies;
- it may be appropriate to conduct a site visit and ‘face-to-face’ interview with a third party to assess the level of risk, or to address or inquire about specific issues that have arisen in the due diligence.<sup>14</sup>

In certain cases, it may be considered whether extended and continuous compliance monitoring should be implemented and whether external counsel or further investigators should be retained to assist with or undertake enhanced due diligence.

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<sup>14</sup> Interviews conducted in person are generally more effective in assessing the responses to these inquiries, and provide a better setting to ask the often difficult questions necessary. In addition, in some cases, conducting the interview on-site, or in conjunction with a visit to the third party’s business premises or facilities can aid in determining the third party’s business credibility and ability to be a ‘good business partner’.



## APPENDIX G

### Standard Contract Clauses

#### **Anti-bribery terms for inclusion in Third Party/Joint Venture agreements**

1. The [Third Party/Joint Venturer] acknowledges that it has read and understood COMPANY's code of conduct (as displayed at *www.equicapasia.com*) (as may be amended from time to time) (the "**COMPANY Code**") and agrees to comply with the principles, standards of behavior and ethics contained in the COMPANY Code in connection with this agreement, the [Project] and any other business transactions or dealings involving [COMPANY and its subsidiaries].
2. The Third Party/Joint Venture acknowledges and agrees that it shall procure that the [Project] and all of its undertakings, transactions and dealings in connection with the [Project], with COMPANY and its subsidiaries and under this agreement shall at a minimum be compliant with and undertaken in accordance with:
  - (a) the COMPANY Code and with the policies and procedures of COMPANY;
  - (b) the Performance Standards on Environmental and Social Sustainability as are recommended and published by the International Finance Corporation from time to time; and
  - (c) the Environmental, Health and Safety Guidelines as are recommended and published by the World Bank Group from time to time.

(together, the "**COMPANY Standards**").

3. The [Third Party/Joint Venturer] acknowledges and agrees that [COMPANY entity] shall have the right to terminate or suspend its involvement, undertakings and/or dealings in connection with the [Third Party/Joint Venturer], this arrangement/agreement and the Project, in each case without liability and with immediate effect, where [COMPANY] reasonably believes that any non-compliance or infringement of any of the COMPANY Standards or violation of an Anti-Bribery Law has occurred.
4. The [Third Party/Joint Venturer] shall provide [COMPANY] with such further assurances or certificates that [COMPANY] may request from time to time and certify annually to [COMPANY], in writing signed by an officer of [Third Party/Joint Venturer], that it and its directors, officers and employees in connection with this agreement and the [Project/Company] have at all times during the relevant preceding period complied with the COMPANY Standards and all Anti-Bribery Laws. The [Third Party/Joint Venturer] shall provide such supporting evidence of compliance as [COMPANY] may reasonably request.

5. The [Third Party/Joint Venturer] acknowledges and agrees that [COMPANY entity] (itself or through its representatives) may inspect and review and make copies of all relevant books, records and accounts of the [Third Party/Joint Venturer] and continue to monitor and conduct background checks on [Third Party/Joint Venturer], its associates and/or affiliates, for the purposes of monitoring compliance with the COMPANY Standards.
  
6. The Third Party/Joint Venturer represents and warrants:
  - (a) it shall do everything within its power to ensure that the [project and/or business (under discussion with COMPANY)] is conducted and implemented in accordance with the COMPANY Standards, [being: (i) the codes of conduct and operating policies and procedures of COMPANY, (ii) the International Finance Corporation's Performance Standards on Environmental and Social Sustainability, and (iii) The World Bank Group Environmental, Health and Safety Guidelines (together the "**COMPANY Standards**")];
  - (b) [that it has received a copy of the COMPANY Anti-Corruption Compliance Policy, and that it is aware of [COMPANY entity]'s policy of zero tolerance towards bribery and corruption;]
  - (c) that it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it, to engage in Bribery and that it will not, during the term of this agreement, or, if different, during the period of time from the date on which this agreement is signed until this agreement is terminated, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it, to engage in, Bribery;
  - (d) that, neither it nor its directors, officers, or key employees in connection with this agreement and the [Project/Company] have:
    - (i) been convicted of any offence involving bribery, corruption or money laundering or an Anti-Bribery Law; or
    - (ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering or for breach of any Anti-Bribery Law;
  - (e) that it agrees to indemnify [COMPANY entity] against any and all losses and damages resulting from or due to:
    - (i) any Bribery or breach of an Anti-Bribery Law by it or its directors or officers made in connection with this agreement or in connection with the [Project/Company];

- (ii) where any of the COMPANY Standards are breached or violated due to the Third Party/Joint Venturer's actions or omissions;
- (f) [that it shall have in place, maintain and enforce its own policies and procedures which are designed to ensure, and which are reasonably expected to continue to ensure, compliance by the party and the [Project] and any persons acting for the party in connection with this agreement with the COMPANY Standards and with Anti-Bribery Laws];
- (g) [that it has provided a copy of its own policies to [COMPANY entity] and that it has policies and procedures in place to implement the provisions of such policies which the party reasonably believes will ensure, and which are reasonably expected to continue to ensure, compliance by the party and the [Project] and any persons acting for the party in connection with this agreement with the COMPANY Standards and with Anti-Bribery Laws;]
- (h) that it is aware that [COMPANY entity] is subject to the COMPANY Standards and provisions of Anti-Bribery Laws prohibiting improper payments and bribes to private sector persons and to Public Officials and that neither it, nor any persons acting for the party in connection with this agreement, has taken, or will take any action or engage in any activity which would lead to [COMPANY entity] being in violation of the COMPANY Standards or of Anti-Bribery Laws;
- (i) that its shall maintain an internal accounting controls system that is sufficient to ensure proper authorisation, recording and reporting of all transactions and payments made in connection with the [Project/Company] and is sufficient to ensure, and enable [COMPANY entity] to verify compliance with the COMPANY Standards and with Anti-Bribery Laws;
- (j) that it does not, and will not, make any political donations for the benefit of, or on behalf of [COMPANY entity], or in relation to the services under this agreement;
- (k) that neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party;
- (l) that any material breach or violation of any of these representations and warranties will entitle [COMPANY entity] with no liability to terminate all dealings and arrangements with the party with immediate effect;
- (m) that it will not delegate the performance of services under this agreement or otherwise engage any sub-advisor or agent in relation to the services, without the prior written approval of [COMPANY entity], and will ensure that any such engagement is set out in a written agreement which incorporates all material terms of this agreement

regarding conduct, compliance, confidentiality and representations and warranties, and that [COMPANY entity] shall be a third party beneficiary of, and entitled to enforce, such provisions.

7. The [Third Party/Joint Venturer] states and agrees that it has not, and will not, in the course of conducting business for the [COMPANY entity]:
  - (a) breach or violate the COMPANY Standards, the Anti-Bribery Compliance Policy or any applicable Anti-Bribery Laws and regulations; or
  - (b) offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including Facilitation Payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official in connection with the business of the Company.
8. The [Third Party/Joint Venturer] shall make its books and accounting records relating to its provision(s) of services to [COMPANY entity] available for inspection and/or auditing from time to time at [the Company]'s request.
9. If the [Third Party/Joint Venturer] or any of its affiliates, group companies, sub-contractors, agents, or representatives breaches or violates this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Anti-Bribery or Laws, [the COMPANY entity] shall have the right to unilaterally to immediately suspend payment under this agreement or terminate this agreement or to take other appropriate action in accordance with the terms of this agreement, in each case without liability.

Definitions to be added as applicable:

**Bribery** is where:

- a person:
  - provides a benefit to another person; or
  - causes a benefit to be provided to another person; or
  - offers to provide, or promises to provide, a benefit to another person; or
  - causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
- the benefit is not legitimately due to the other person; and
- the first-mentioned person does so with the intention of influencing a foreign public official (who may be the other person) in the exercise of the official's duties as a foreign public official in order to:
  - obtain or retain business; or
  - obtain or retain a business advantage that is not legitimately due to the recipient, or intended recipient of the business advantage (who may be the first-mentioned person).

**Anti-Bribery Laws** mean the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977, the Criminal Code Act 1995 (Cth) and any other relevant anti-bribery laws, anti-corruption laws, conflict of interest laws, and other similar laws, rules and regulations applicable to its business.

**Public Official** means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.

**Restricted Party** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by COMPANY, its members or donors, and/or any of their affiliates are prohibited or restricted.

**Third Party** includes, without limitation, any customer, supplier, or competitor, any potential customer, supplier or competitor, any employee or representative of the foregoing or any other person at the request of the foregoing.

**APPENDIX H**

**Project Lead Certification**

I \_\_\_\_\_ am the Project Lead/Manager for [NAME OF JOINT VENTURE].

I hereby certify that [NAME OF JOINT VENTURE]:

1. has and will comply with the Anti-Corruption Compliance Policy (**Anti-Corruption Policy**) and the Code of Conduct (**Code**), as well as any other anti-bribery law, anti-corruption law, conflict of interest law, and any other applicable law, rule or regulation of similar purpose and effect;
2. makes and keeps books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of its assets; and
3. maintains a system of internal accounting controls sufficient to provide reasonable assurances that:
  - a. transactions are executed in accordance with management's general or specific authorization;
  - b. assets are recorded as necessary to permit preparation of financial statements and to maintain accountability for assets;
  - c. access to assets is permitted only in accordance with management's authorisation; and
  - d. the recorded accountability for assets is compared with existing assets at reasonable levels and appropriate action is taken with respect to any differences.

I further certify that I have reviewed [NAME OF JOINT VENTURE]'s adherence to the Anti-Corruption Policy and the Code for the preceding year and have noted no breaches or violations other than as reported below.

Date of Breach/Violation	Provision of the Policy that was Violated	Description of Breach/Violation	Resolution

I agree to immediately notify COMPANY if subsequent developments cause the certifications and information reported hereinafter to be no longer accurate or complete.

Signature

Date

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**Superior:**      Approved                       Rejected

Print name:	Date:
Signature:	
Rationale for Approval/Rejection:	

**FORM 2: Public Official Gift and Hospitality Form** (for use when providing any gifts or hospitality above the threshold value to a Public Official)

Employee Name:	
Position and Department:	
Please select as appropriate:      to give <input type="checkbox"/> to receive <input type="checkbox"/>	
Approval requested for:              Gift <input type="checkbox"/> Hospitality <input type="checkbox"/>	
Name and title/position of Public Official:	
Name of Government Authority:	
Full description of Gift/Hospitality to be given (including location where Hospitality is to be provided):	
Total value/cost of Gift/Hospitality (if the cost is not known this should be estimated) and basis for determining such value:	
Nature and value of other Gifts/Hospitality to Public Official in past 12 months:	
Date of proposed Gift/Hospitality, if known:	
Business purpose/justification for such Gift/Hospitality:	
Are you aware of any current, proposed or anticipated business between COMPANY and the Public Official or the Government Authority that he/she works for / represents? If yes, please explain:	
Does the Public Official have authority to award future contracts to, approve licenses for, or examine/regulate COMPANY? If yes, please describe.	
Are you aware of any transaction, contract, exam or other business activity involving COMPANY pending before the Public Official? If yes, please describe.	

**I confirm that, so far as I am aware, the above details are complete and correct and that I shall notify my superior and the Local Compliance Employee of any additions and/or changes in the information given at the time that they arise.**

Print name:	Date:
Signature:	

**Superior determination:**                      Approved                       Rejected

Print name:	Date:
Signature:	
Rationale for Approval/Rejection:	

**Local Compliance Employee determination:**                      Approved                       Rejected

Print name:	Date:
Signature:	
Rationale for Approval/Rejection:	

**APPENDIX J**

**Hospitality and Gifts Register**

<b>Entry No.</b>	<b>Name of employee</b>	<b>Date of disclosure</b>	<b>Date of offer/receipt of the hospitality and gifts</b>	<b>External party details (provide individual names as well as entity, to the extent possible)</b>	<b>Nature and description of hospitality and/or gifts</b>	<b>Estimated value of hospitality or gift (use reasonable estimation if unknown)</b>	<b>Context of relationship with external party (ie, involved in a tender?)</b>

## APPENDIX K

### Questionnaire- Charitable Donations

#### Anti-Corruption Compliance Checklist for Due Diligence of Charitable Donations

This checklist should be read together with the Anti-Corruption Compliance Policy (**Anti-Corruption Policy**) and Code of Conduct (**Code**).

Prior to providing charitable donations, please confirm that they conform to the requirements based set out in the Anti-Corruption Policy and the Code on the following analysis:

#### Pre-Donation Due Diligence

- (a) Is it a valid charity? Is it registered with the Government Authority responsible for regulating charities in the relevant jurisdiction?
- (b) Is there any history of bribery-related issues or other irregularities?
- (c) Does the charitable donation conform to local laws?
- (d) Will the charitable donation be paid directly to the charity via bank transfer?
- (e) Will the charitable donation be used for charitable purposes?
- (f) Who requested the charitable donation (name and organization) and is the person a Public Official?
- (g) Could the charitable donation result in a personal gain (monetary or otherwise) to the person requesting the donation (or someone connected to the person)?
- (h) Is there a possible conflict of interest arising from a related business transaction?
- (i) If the person who requested the donation is a Public Official, does local written law permit the Public Official to request donations? Is there a risk that providing the donation at the Public Official's request could appear improper?

#### Post-Donation Due Diligence (if the Charitable Donation is approved)

- (a) Ensure that the charitable donation is accurately recorded in COMPANY's books, records and accounts.
- (b) Ensure that the charitable donation was duly received by the charity by written receipt.
- (c) Monitor that the donation has been applied to the intended purpose, to the extent practicable.



