

AM GLOBAL PTE LTD

EXTERNAL
ANTI-BRIBERY AND CORRUPTION POLICY

VERSION AS OF [DATE]



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TABLE OF CONTENTS

1.	POLICY STATEMENT	3
2.	SCOPE OF THE POLICY	3
3.	ANTI-BRIBERY AND ANTI-CORRUPTION LAWS	3
5.	GIFTS, ENTERTAINMENT AND HOSPITALITY	4
6.	DONATIONS AND SPONSORSHIPS	5
7.	POLITICAL CONTRIBUTIONS	5
8.	FACILITATION PAYMENTS	5
9.	EFFECTIVE DATE.....	6
10.	QUESTIONS	6

1. POLICY STATEMENT

- 1.1. AM Global Pte Ltd (the “**Company**”) has always adopted a zero-tolerance policy against bribery and corruption. It is important to the Company and its Board of Directors that the Company’s business is conducted in compliance with all applicable laws, rules and regulations and adheres to the highest ethical standards.
- 1.2. The Company and its Board of Directors have thus decided to formally codify its policy against bribery and corruption in this Anti-Bribery and Corruption Policy (hereinafter referred to as the “**ABC Policy**”) which sets out the minimum standards of integrity, honesty, transparency expected in the conduct of the Company’s business. Where there are applicable laws, rules and regulations in local jurisdictions that impose a higher standard, that higher standard must be complied with.
- 1.3. This ABC Policy may be subject to review from time to time. You may access the most updated version of the ABC Policy at this link: [\[#insert link\]](#).

2. SCOPE OF THE POLICY

- 2.1. In line with the Company’s commitment to conduct its business with honesty and transparency, all third parties working with the Company, including without limitation, customers, suppliers, vendors and service providers engaged by the Company (“**Third Parties**”) are expected to comply with and adhere to the guiding principles set out in this ABC Policy.
- 2.2. As and when required, we may require Third Parties to acknowledge their compliance with this ABC Policy in writing by providing their acknowledgement in writing in the form set out in the Appendix.
- 2.3. A policy such as this ABC Policy must be distinguished from a detailed set of reporting procedures. This ABC Policy provides Third Parties with the Company’s written stance against bribery and corruption. This ABC Policy does not purport to contain the full set of procedures or disciplinary proceedings against any person who takes acts of retaliation against a whistleblower. These detailed procedures will be set out in a separate document.
- 2.4. The Company also has an internal version of the ABC Policy for Employees. For avoidance of doubt, “Employees” shall include consultants, term or independent contractors working on projects of the Company or in support of the Company’s business operations, and employees on secondment to the Company from another company.

3. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

- 3.1. The Company is committed to complying with all applicable laws and regulations in Singapore and all jurisdictions that the Company conducts business in. All Employees and Third Parties are expected to comply with all applicable laws and regulations in their dealings for, on behalf of, and with the Company.
- 3.2. In Singapore, such applicable laws include, but are not limited to the Penal Code 1871, Prevention of Corruption Act 1960 (“**PCA**”) and the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 (“**CDSA**”).
 - a) Generally, the PCA provides that it is an offence to corruptly receive or give any gratification or inducement or reward for, or otherwise on account of
 - i. any person doing or forbearing to do anything in respect of any matter or transaction whatsoever, actual or proposed; or

- ii. any member, officer or servant of a public body doing or forbearing to do anything in respect of any matter or transaction whatsoever, actual or proposed, in which such public body is concerned.

Any person guilty of an offence under section 5 of the PCA shall be liable on conviction to a fine not exceeding \$100,000 or to imprisonment for a term not exceeding 5 years or to both.

Where the matter or transaction in relation to which the offence was committed was a contract or a proposal for a contract with the Government or any department thereof or with any public body or a subcontract to execute any work comprised in such a contract, section 6 of the PCA provides for an increase in the maximum penalty to a fine not exceeding \$100,000 or to imprisonment for a term not exceeding 7 years or to both.

- b) The CDSA provides for the confiscation of the benefits derived from, and to combat corruption, drug dealing and other serious crimes and for purposes connected therewith.

Under the CDSA, the Company is also obligated to report suspicious transactions or violations that it is aware of by way of a Suspicious Transaction Report to the Suspicious Transaction Reporting Office, which is part of the Commercial Affairs Department, Singapore Police Force.

- 3.3. The Company also wishes to highlight that the United Kingdom Bribery Act 2010 ("**Bribery Act**") and the United States of America ("**U.S.**") Foreign Corrupt Practices Act of 1977 ("**FCPA**") are international laws may apply to corrupt conduct outside of the United Kingdom and U.S. respectively.

- a) The Bribery Act provides that it is a criminal offence to bribe, authorise a bribe to other person (including foreign public officials) and to receive a bribe.
- b) Under the FCPA, it is an offence for a U.S. person or company to offer, pay, or promise to pay money or anything of value to any foreign official for the purpose of obtaining or retaining business. The FCPA also extends to foreign firms or persons that cause an act in furtherance of a corrupt payment to take place within the U.S.

4. COMPLIANCE OFFICER

- 4.1. The Company will ensure that there is at least one Compliance Officer to oversee compliance with this ABC Policy (the "**Compliance Officer**"). One director of the Board of Directors shall be designated as the director in charge of the matters covered by this ABC Policy (the "**Supervising Director**"). If at any time, there is no Compliance Officer in the Company, the Supervising Director shall cover the duties of the Compliance Officer contemplated in this ABC Policy, and in such a situation, all references to a "Compliance Officer" in this ABC Policy shall be deemed to be to the Supervising Director instead.
- 4.2. As at [#insert date], the Compliance Officer appointed by the Board of Directors is the [#designation] of the Company, Ms May Tan.
- 4.3. All correspondence, reports, notices and questions to be directed to the Compliance Officer in relation to this ABC Policy shall be sent by email to [#insert email].

5. GIFTS, ENTERTAINMENT AND HOSPITALITY

- 5.1. All Employees are strictly prohibited from requesting, accepting or offering any monetary or non-monetary benefits, rewards or gratification in exchange for or to influence any act or omission from the Company. The prohibition extends to benefits, rewards or gratification provided to family members and associates for the purpose of influencing any act or omission from the Company, whether done implicitly or indirectly.

- 5.2. That being said, the Company recognises that it may be customary or legitimate to exchange modest gifts, hospitality or entertainment as part of business courtesies, festive occasions and building working relationships. These modest gifts may include meals, invitations to promotional events or parties or corporate gifts and hampers.
- 5.3. Such gifts, hospitality or entertainment may be allowed where they are appropriate and reasonable, considering the accepted business practices of the relevant jurisdiction and industry that the Company operates in, where they are not intended for improper purposes. Such gifts, hospitality or entertainment must be provided for a justifiable business purpose.
- 5.4. Despite sections 5.2 and 5.3, under no circumstances should any gift, hospitality or entertainment (regardless of value):
- a) be received or provided from any third parties who are in the process of a pitch, tender or contract renewal and who may be in a dispute or potential dispute with the Company.
 - b) be received or provided from any third parties with whom the Company is in the process of a pitch, tender or contract renewal and whom the Company may be in a dispute or potential dispute with.
- 5.5. If the Compliance Officer determines that a gift, hospitality or entertainment is inappropriate or violates the principles under this ABC Policy, the Compliance Officer may decide if the gift, hospitality or entertainment (or value thereof) should be returned, retained for the benefit of the Company, donated to a charity or retained by the recipient.
- 5.6. If at any time, you require clarification on the Company's policy on gifts, hospitality and entertainment, please reach out to the Compliance Officer.

6. DONATIONS AND SPONSORSHIPS

- 6.1. The Company may choose to support and sponsor charitable and social causes in line with its Corporate Social Responsibility Policy and in compliance with all applicable laws. All donations, sponsorships and contributions must be approved by the Board of Directors or such committee or persons as the Board of Directors may from time to time appoint.
- 6.2. The Company's Corporate Social Responsibility Policy may be accessed at the Company's website at [\[insert link\]](#).

7. POLITICAL CONTRIBUTIONS

- 7.1. The Company may make political donations or contributions in its discretion. Such donations can only be made strictly with the approval of the Company's Board of Directors. The donations or contributions must also be made with no expectation of benefits, rewards or favourable treatment of the Company and/or its employees (past and present).

8. FACILITATION PAYMENTS

- 8.1. The Company believes in operating fairly in all jurisdictions it does business in. All employees are prohibited from making or accepting facilitation payments (also known as "kickbacks") from customers, suppliers, vendors, government officials etc. This remains the case even where the Company may lose business opportunities as a result of its refusal to provide facilitation payments.
- 8.2. If you are aware of any facilitation payments involving the Company, do make a report to the Compliance Officer at the earliest opportunity.

9. EFFECTIVE DATE

- 9.1. This ABC Policy is approved by the Board of Directors and effective as of [#insert date].

10. QUESTIONS

- 10.1. If you are faced with a situation or matter that may conflict with this ABC Policy or require any further clarification with regard to the ABC Policy, please do not hesitate to reach out to the Compliance Officer.

APPENDIX

ANTI-BRIBERY AND CORRUPTION POLICY COMPLIANCE STATEMENT FOR THIRD PARTIES

I, _____ (*name*) on behalf of _____ (*company name*) acknowledge that AM Global Pte Ltd ("**AM Global**") adopts a zero-tolerance policy against bribery and corruption.

I have read and understood AM Global's Anti-Bribery and Corruption Policy and I confirm that:

- We will comply with the Anti-Bribery and Corruption Policy throughout our relationship with AM Global.
- If at any time we become aware of, or have reason to suspect any activity in contravention of the Anti-Bribery and Corruption Policy or any applicable laws, we will promptly bring such contravention or violation to the attention of AM Global's Compliance Officer at **[#insert email]**.
- In the event of any material non-compliance with the Anti-Bribery and Corruption Policy, we agree that AM Global may terminate its relationship with us. If the relationship is terminated due to non-compliance with the Anti-Bribery and Corruption Policy, we agree to fully and effectively indemnify AM Global against all losses, liabilities, damages, claims, costs and expenses (including legal costs on a full indemnity basis, and costs for investigating, disputing, defending and settling any of the aforesaid matters), sustained, incurred or paid by AM Global and its affiliates, officers and agents directly or indirectly as a result of or arising out of termination of this Agreement.

Name : _____

Title/Position/Designation : _____

Signature and Company Stamp : _____

Date : _____