

LanTroVision

Anti-Bribery and Corruption, Gift and Entertainment Policy

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DOCUMENT CONTROL SHEET

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LanTroVision Anti-Bribery and Corruption, Gift and Entertainment Policy

Article 1 (Purpose)

1. The purpose of the LanTroVision Anti-Bribery and Corruption, Gift and Entertainment Policy (the “Policy”) is to:
 - 1) provide standards of conduct and rules for all employees, directors, officers and any other persons associated with or acting on behalf of LanTroVision Group and its subsidiaries (“Company Personnel”), regarding compliance with applicable anti-bribery and anti-corruption laws including Prevention of Corruption Act 1960, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and the applicable laws of other jurisdictions where the business of LanTroVision Group and its subsidiaries (the “Company”) is conducted (the “Anti-Corruption Laws”); and
 - 2) supplement the “LANTROVISION (S) LTD CORPORATE SOCIAL RESPONSIBILITY” policy with respect to those matters that affect anti-corruption compliance.
2. The topics addressed by this Policy are:
 - 1) general prohibitions of Anti-Corruption Laws; and
 - 2) compliance-sensitive transactions such as:
 - a. dealing with third parties, and
 - b. gifts and entertainment
3. This Policy shall also apply to subsidiaries of the Company. Where there are conflicting rules between this Policy and those owned by subsidiaries, Company Personnel shall report to the Compliance Officer and consult on measures to be taken.

Article 2 (Scope of Application)

1. This Policy shall apply to all Company Personnel. Violations of Anti-Corruption Laws may result in severe civil and criminal penalties for both the Company and Company Personnel. All Company Personnel shall be responsible within their areas of authority for compliance with Anti-Corruption Laws and this Policy and shall refer to and follow this Policy at all times.
2. If this Policy does not provide a precise answer to a particular situation, the Compliance Officer identified in Article 3 shall be consulted.

Article 3 (Implementation of Policy)

1. The Company shall implement and manage the Policy in accordance with its standard practices for communicating, training, monitoring compliance with, and enforcement of, the Company's internal rules and regulations (Code) and any related rules.
2. The Compliance Officer shall be responsible for implementing this Policy. The duties of the Compliance Officer shall include, among others:
 - 1) conducting due diligence, assessing the corruption risks arising from, and determining the appropriateness of existing and proposed Third Party as defined in this Policy
 - 2) assessing the corruption risks arising from, and determining the appropriateness of, the provision and receipt of gifts and entertainment
 - 3) providing compliance training to Company Personnel

Article 4 (Definition of Terms)

1. Agent - An agent, consultant, finder, or other intermediary or service provider. It also includes a distributor, if the activities of the distributor are similar to those performed in an agency relationship.
2. Anti-Corruption Laws – Collectively, all applicable anti-bribery and anti-corruption laws including the Prevention of Corruption Act 1960, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and any applicable laws of other jurisdictions where the business of the Company is conducted.
3. Cash Equivalents - Gift vouchers, gift cards, traveler's checks, and any other items where the Compliance Officer deemed as a Cash Equivalent.
4. Close Family Member - Any person who is a first or second-degree relative of Company Personnel of the Company.
5. Company Personnel - All employees, directors, officers and any other person associated with or acting on behalf of the Company.
6. Company – LanTroVision Group and its subsidiaries.
7. Entertainment - Events such as meals or a theatrical or sporting events, where one or more Company Personnel accompany (or are accompanied by) any person, including a Government Official, private counterparty, or counterparty representative.

Article 4 (Definition of Terms) (cont'd)

8. Facilitation Payment - Payments to Government Official to secure or expedite routine services to which the payer is entitled from a Government Entity.
9. Gift –
 - 1) a physical item that is given or received (such as a box of chocolate or a tie); or
 - 2) the provision of an opportunity to attend an event (such as a meal or a theatrical or sporting event) by a provider who is not present during the event.
 - *Note that the provider cannot be present during the event. If the provider attends the event, the event will be treated as an Entertainment.
 - *Provision of travel expenses by/to business partners will be treated as gift.
10. Government Entity –
 - 1) any national, state, regional or local government, and any government agency or department, or political party;
 - 2) any entity or business that is owned or controlled by any of those bodies listed in sub-category (1); or
 - 3) any international organization such as the United Nations or the World Bank.
11. Government Official –
 - 1) any officer, employee or representative (including anyone elected, nominated or appointed to be an officer, employee or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity
 - 2) any political party, political party official or political party employee
 - 3) any candidate for public office
 - 4) any royal or ruling family member; and
 - 5) any Close Family Member, agent or representative of any of those persons listed in sub-categories (1) through (4).
12. Third Party - Business partner who includes client, supplier, agent, subcontractor, etc.
13. Travel –
 - 1) the provision of the means of travel itself, such as a seat on a chartered airplane or airline or train tickets; or
 - 2) the provision of accommodation itself.
14. Violative Conduct - Violation or suspected violation of this Policy or Anti-Corruption Laws.

Article 5 (Assessment for Third Party)

1. Before entering into a contractual relationship with a Third Party, the Company Personnel shall assess if it is a new or existing Third Party. For a new Third Party,
 - 1) the Compliance Officer shall have the Third Party answer a questionnaire
 - 2) the Compliance Officer shall conduct due diligence checks on Third Party by all or some of the methods outlined below:
 - a. screening against international watch lists and databases
 - b. internet search on the Third Party
 - c. checks using external resources
 - 3) the Business Development or Purchasing Department in charge of the transaction shall report to the Compliance Officer with the name of the Third Party and a summary of the expected contract. The Compliance Officer may request further information from the department in charge as needed
 - 4) the Compliance Officer may request for additional due diligence checks to be conducted if the Third Party is deemed to be of high risk, for example, if there is a Government Official involved
 - 5) for Third Party with whom the business relationship is long-term, the above due diligence checks shall be conducted at least once every 3 years
2. The Company shall not enter into a contractual relationship with a Third Party unless the Compliance Officer has assessed the Third Party and confirmed that there are no problems with entering into a contractual relationship, by following the procedures as specified in Article 5.1.
3. The Compliance Officer may designate low-risk category for Third Parties who provide routine services and involve no contact with Government Officials or whose services are deemed to pose low risks of corruption. For transactions with Third Parties categorised as low risk, the Company may enter into a contractual relationship with the Third Party without following the procedures specified in Article 5.1.
4. The Compliance Officer shall obtain Director's approval to enter into a contractual relationship with a Third Party that the Compliance Officer has assessed as high risk, after justifying the reasonableness to the Director. This justification by the Compliance Officer to the Director and the approval from the Director shall be recorded and kept with the documents specified in Article 6.

Article 6 (Contracts and Letter of Commitments)

1. When entering into a contractual relationship with a Third Party, the following clauses shall be clearly stated in the documents that require signatures from Third Party (e.g., contracts, as well as quotations and purchase orders that require signatures).
 - 1) Each Party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.
 - 2) Save as disclosed in writing to the other Party prior to the date hereof, each Party hereby represents and warrants to the other Party that, for the past 5 years, it has fulfilled and complied with, and have not violated any, applicable anti-bribery or anti-corruption laws or regulations.
 - 3) Each Party undertakes and covenants to indemnify the other Party against and hold the other Party harmless from any and all reasonable claims, losses, damages, costs, expenses and deficiencies suffered, incurred or sustained by the other Party in consequence of or in relation to any inaccuracy, error or breach of the representations, warranties, undertakings and covenants under the two preceding paragraphs.

Article 7 (Method and Record Retention Period – Anti-Bribery and Corruption)

1. Contract-related materials including questionnaire and documents used for Third Party assessments shall be kept for a period of 5 years from the date of issue. All completed documents shall be kept by the respective departments in charge in accordance with the Company's document retention policy.

Article 8 (Prohibited Conduct)

1. **Prohibition Against Bribery**

The Company strictly prohibits bribes, kickbacks, or improper payments of any kind given to the Third Party. Company Personnel shall not knowingly offer, give, pay, promise to pay or authorise the payment of money or anything of value, directly or indirectly, to or for the benefit of any Third Party, including any private person or public official, with the intention of corruptly influencing any persons to obtain or retain business or secure any improper business advantage for the Company. Undeclared amount or in kind is considered bribery and is prohibited.
2. **Prohibition Against Requesting or Receiving Bribes**

Company Personnel is prohibited from requesting, agreeing to receive or accepting anything of value to improperly induce the performance of a relevant business function on behalf of the Company or to reward the improper performance of such a function.
3. **Prohibition Against Undeclared Commission/ Token/ Reward**

Awarding projects to a subcontractor with undeclared commission/ token/ rewards is prohibited.

Article 8 (Prohibited Conduct) (cont'd)

4. Prohibition Against Facilitation Payment

- 1) As a general rule, Company Personnel shall not make Facilitation Payments. Facilitation Payments may be illegal under the laws of the jurisdiction in which they are paid and under transnational laws such as the Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.
- 2) In limited circumstances, Company Personnel may be excused from the consequences of making a Facilitation Payment. These circumstances include situations in which an improper payment is requested under an illegal threat of imminent loss of life or physical harm, damage to health, or loss of liberty (i.e., imprisonment) to individuals or immediate unlawful destruction of the Company or personal property and when there is no other reasonable recourse.
- 3) To avoid situations where Facilitation Payments may be requested, Company Personnel shall plan activities in advance to avoid delays at visa offices, airports, customs facilities and other similar situations.
- 4) If a Facilitation Payment is made, the payer shall report immediately to the Compliance Officer regarding the payment and all relevant details. The Compliance Officer shall record such details and keep them for a period of 5 years from the date of the report.

Article 9 (Provision of Gift and Entertainment)

1. Prior approval

- 1) In providing Gift and/or Entertainment, Company Personnel shall obtain prior approval from any Director or Head of Department in the following cases:
 - a. when offering Gift and/or Entertainment to a Government Official (regardless of the amount or occasion)
 - b. when offering Gift (regardless of the amount) and/or Entertainment exceeding 'X' amount (to be determined by Compliance Officer based on culture and context) per event to a business partner (regardless of position or occasion)
- 2) When the Company Personnel as specified in Article 9.1.1 is a Director, prior approval shall be obtained from another Director
- 3) Prior approval shall be made through email, hardcopy approval or messaging application. Proof of approval shall be registered and uploaded in the Company's internal application
- 4) Self-approval is prohibited

2. After-the-fact report

When Company Personnel provides a Gift and/or Entertainment, except when prior approval is required as stipulated in Article 9.1, the Company Personnel shall report the after-the-fact provision of Gift and/or Entertainment through Company's internal application.

Article 9 (Provision of Gift and Entertainment) (cont'd)

3. Exemption

Article 9.1 shall not apply to the following cases:

- 1) Provision of Gift and/or Entertainment for events that are common in social customs (e.g, annual company dinner etc.)
- 2) Provision of coffee or other drinks and refreshments at business meetings
- 3) Provision of promotional items such as pens with Company's logo
- 4) Provision of Gift and/or Entertainment of the kind determined by the Compliance Officer as not requiring prior approval

4. If there is any doubt as to whether or not prior approval is required, the Company Personnel shall consult with any Director or Head of Department.

Article 10 (Receipt of Gift and Entertainment)

1. When Company Personnel receives a Gift and/or Entertainment of the followings, the Company Personnel shall report to the Compliance Officer who is the provider, the details of the Gift or Entertainment and the situation immediately.

- 1) Gifts and Entertainment that are too lavish or costly exceeding social customs
- 2) Gifts of cash or cash equivalents

If Company Personnel receives such Gift and/or Entertainment, they shall report via self-declaration portal through Company's internal application.

2. Compliance Officer shall review the Self-declaration portal at least on quarterly basis.

Article 11 (Method and Record Retention Period – Gifts and Entertainment)

1. For the provision of Gifts and/or Entertainment, records as specified in Article 9.1 and 9.2, shall be kept for a period of 5 years from the date of provision of Gifts and/or Entertainment in the Accounting Department file and Company's internal application.
2. For the receipt of Gifts and/or Entertainment, records as reported by Company Personnel in accordance with Article 10.1 and 10.2 shall be kept for a period of 5 years from the date of receipt of Gifts and/or Entertainment by the Compliance Officer.

Article 12 (Reporting Violative Conduct)

1. Company Personnel must immediately report any Violative Conduct. To report Violative Conduct, Company Personnel may follow the procedures of the Company's Whistleblowing Policy.
2. Reporting requirement of this Policy is also applicable to the Company's Third Party.

Article 13 (Disciplinary Action)

1. Company Personnel who breach this Policy shall face disciplinary action, which could result in dismissal for serious misconduct.

Article 14 (Education and Training)

The Compliance Officer shall provide Company Personnel with periodic education and training regarding compliance with the Policy and Anti-Corruption Laws.

Article 15 (Communicating and Certifying Compliance with this Policy)

1. This Policy shall be made available to Company Personnel by appropriate means. If any change occurs, revised pages of or an updated Policy shall be reissued and made available to Company Personnel.
2. At least once a year, the Compliance Officer shall consider whether the Policy should be updated in view of any amendments to Anti-Corruption Laws or changes in the Company's operations.

Article 16 (Audit)

Compliance audit shall be conducted periodically by the Compliance Officer. Company Personnel shall cooperate with the requests of the Compliance Officer in respect of any such audit.

Article 17 (Interpretation of Policy)

1. The Compliance Officer shall be responsible for interpreting this Policy.

Supplementary Provisions

1. This Policy is enacted on 1st April 2023, and shall become effective on such date.
2. The Compliance Officer shall be responsible for this Policy.

Record of Enactment

Enactment: 1st April 2023