



T7GB ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

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Page	Page 1 of 18



ANTI-BRIBERY AND ANTI-CORRUPTION POLICY



Contents

	Page
1 INTRODUCTION	3
2 ANTI-BRIBERY AND CORRUPTION COMMITMENT	3
3 OBJECTIVE	3
4 SCOPE	3
5 REFERENCES	4
6 DEFINITIONS	4
7 POLICY OWNER	7
8 ANTI-BRIBERY AND CORRUPTION POLICY	7
9 RECOGNITION OF LOCAL AND INTERNATIONAL LEGISLATION	8
10 GIFTS, DONATIONS AND SPONSORSHIPS	8
11 FACILITATION PAYMENTS	11
12 SUPPORT LETTERS	11
13 RECRUITMENT, PROMOTION AND SUPPORT OF PERSONNEL	12
14 BUSINESS ASSOCIATES	12
15 RESPONSIBILITIES OF T7 GLOBAL PERSONNEL	13
16 CONFLICTS OF INTEREST	14
17 STAFF DECLARATIONS	15
18 ANTI-BRIBERY AND CORRUPTION COMPLIANCE FUNCTION	15
19 TRAINING AND AWARENESS	15
20 REPORTING OF POLICY VIOLATIONS	16
21 AUDIT AND COMPLIANCE	16
22 SANCTIONS FOR NON-COMPLIANCE	17
23 CONTINUOUS IMPROVEMENT	17
Sample of Staff Declaration Form	18

REVISION HISTORY

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1. INTRODUCTION

The Anti-Bribery and Corruption Policy (“ABC Policy” and/or “the Policy”) has been developed as part of the T7 GLOBAL’s Anti-Bribery culture or system of policies. Having a clear and unambiguous policy statement on the Company’s position regarding bribery and corruption forms the cornerstone of an effective integrity system. The policy should thus be read in conjunction with the Company’s various policies & guidelines. If multiple documents speak on the same subject, then the more stringent provision always applies.

2. ANTI-BRIBERY AND CORRUPTION COMMITMENT

T7 Global Berhad Group is committed to conducting business dealings with integrity. This means avoiding practices of bribery and corruption of all forms in the Company’s daily operations.

T7 GLOBAL Group has adopted a zero-tolerance approach against all forms of bribery and corruption. Employees who refuse to pay bribes or participate in acts of corruption will not be penalised even if such refusal may result in losing business.

The Policy leverages on the values and core principles set out in the Code of Business Ethics. Full compliance to both the spirit and the letter of this Policy is mandatory and should be maintained using a principle-based approach.

3. OBJECTIVE

This policy sets out T7 GLOBAL Group’s overall position on bribery and corruption in all its forms.

4. SCOPE

This policy is applicable to T7 GLOBAL, its controlled organisations, business associates acting on T7 GLOBAL’s behalf, the Board of Directors and all T7 GLOBAL personnel.

Joint-venture companies in which T7 GLOBAL is non-controlling or co-venture and associated companies are encouraged to adopt these or similar principles. External Providers are also expected to comply with this policy in relation to all work conducted with T7 GLOBAL, or on T7 GLOBAL’s behalf.



5. REFERENCES

- Board Charter
- Limits of Authority Table
- Code of Ethics & Conduct
- Corporate Disclosure Policy
- Employees Handbook
- Organisation Chart
- Whistleblowing Policy
- Policies and procedures to assess the suitability, objectivity and independence of
- External auditors
- Remuneration Policy
- Procurement Procedure
- Recruitment Policy & Procedure
- Audit & Risk Committee Terms of Reference
- Group Finance & Accounts Department Policies & Procedures

6. DEFINITIONS

“Audit Committee” means the Audit Committee of the Board of Directors of T7 GLOBAL;

“Bribery & Corruption” means any action which would be considered as an offence of giving or receiving ‘gratification’ under the Malaysian Anti-Corruption Commission Act 2009 (MACCA). In practice, this means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person who is in a position of trust within an organisation.

Bribery may be ‘outbound’, where someone acting on behalf of T7 GLOBAL attempts to influence the actions of someone external, such as a Government official or client decision-maker. It may also be ‘inbound’, where an external party is attempting to influence someone within the Company such as a senior decision-maker or someone with access to confidential information.

“Gratification” is defined in the MACCA to mean the following:-

- a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;



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- b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
 - c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
 - d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - e) any forbearance to demand any money or money's worth or valuable thing;
 - f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
 - g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

“Business Associate” means an external party with whom T7 GLOBAL has, or plans to establish, some form of business relationship. This may include clients, clients, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors.

“Conflict of Interest” means when a person's own interests either influence, have the potential to influence, or are perceived to influence their decision making at T7 GLOBAL.

“Controlled organisation” means an entity where T7 GLOBAL has the decision-making power over the organisation such that it has the right to appoint and remove the management. This would normally be where T7 GLOBAL has the controlling interest (>50% of the voting share ownership), but it could be where there is an agreement in place that T7 GLOBAL has the right to appoint the management, for example a joint venture where T7 GLOBAL has the largest (but still <50%) allocation of the voting shares;

“Corporate Gift” means something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. Corporate gifts may also be promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the Company's brand. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Corporate gifts normally bear the Company name and logo. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads and plaques.



“Donation & Sponsorship” means charitable contributions and sponsorship payments made to support the community. Examples include sponsorship of educational events, supporting NGOs, and other social causes;

“Exposed Position” means a staff position identified as vulnerable to bribery through a risk assessment. Such positions may include any role involving: procurement or contract management; financial approvals; human resource; relations with government officials or government departments; sales; positions where negotiation with an external party is required; or other positions which the Company has identified as vulnerable to bribery;

“H HRD” means Head of the Human Resource Department;

“Hospitality” means the considerate care of guests, which may include refreshments, accommodation and entertainment at a restaurant, hotel, club, resort, convention, concert, sporting event or other venue such as Company offices, with or without the personal presence of the host. Provision of travel may also be included, as may other services such as provision of guides, attendants and escorts; use of facilities such as a spa, golf course or ski resort with equipment included;

“T7 GLOBAL” or **“Company”** means T7 Global Berhad and its group of companies;

“Personnel” means directors and all individuals directly contracted to the Company on an employment basis, including permanent and temporary employees.

Policy Statement

T7 GLOBAL believes in conducting business professionally while being committed to our core business values and we protect our company culture through our commitment to possessing integrity at an organizational level. Doing things with integrity is crucial as it is the foundation of good leadership, demonstrating this value is integral to gaining the trust of our coworkers, supervisors and clients. Living with integrity requires doing what’s right even when it’s difficult or won’t be acknowledged by others. It’s imperative not to compromise our integrity, even in seemingly-unimportant situations with no obvious negative consequences so that justifying these things does not become easy or commonplace.

Our values and morals are clearly reflected in our work; both in the ways we communicate internally with each other and externally with those outside of our organization. We place a high importance on integrity in our team members because those who possess this value attract and inspire others with similar qualities, appealing to individuals with good character that fit well within our company culture.



7. POLICY OWNER

The Human Resources Department is the owner of this policy.

8. ANTI-BRIBERY AND CORRUPTION POLICY

8.1 Bribery and corruption in all its forms as it relates to T7 GLOBAL's activities is prohibited.

8.2 Bribery and corruption may take the form of anything of value, such as money, goods, services, property, privilege, employment position or preferential treatment. T7 GLOBAL personnel and its business associates shall not therefore, whether directly or indirectly, offer, give, receive or solicit any item of value, in the attempt to illicitly influence the decisions or actions of a person in a position of trust within an organisation, either for the intended benefit of T7 GLOBAL or the persons involved in the transaction.

8.3 The anti-bribery and corruption statement applies equally to its business dealings with commercial ('private sector') and Government ('public sector') entities, and includes their directors, personnel, agents and other appointed representatives. Even the possible appearance of bribery or corruption is to be avoided, in particular when dealing with Government officials.

8.4 The anti-bribery and corruption statement applies to all countries worldwide, without exception and without regard to regional customs, local practices or competitive conditions.

8.5 No employee or external party will suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behaviour.

8.6 T7 GLOBAL is also committed to conducting due diligence checks on prospective personnel, particularly as it relates to appointments to positions where a more than minor bribery or corruption risk has been identified.



9. RECOGNITION OF LOCAL AND INTERNATIONAL LEGISLATION

9.1 T7 GLOBAL is committed to conducting its business ethically and in compliance with all applicable laws and regulations in the countries where it does business.

9.2 These laws include but are not limited to the Malaysian Penal Code (revised 1977) (and its amendments), the Malaysian Anti-Corruption Commission Act 2009 and its amendments, the Companies Act 2016, the US Foreign Corrupt Practices Act 1977 (amended 1998), and the UK Bribery Act 2010. These laws prohibit bribery and acts of corruption, and mandate that companies establish and maintain accurate books and records and sufficient internal controls.

9.3 In cases where there is a conflict between mandatory laws and the principles contained in this and other policies, the law shall prevail.

10. GIFTS, DONATIONS AND SPONSORSHIPS

10.1 T7 GLOBAL personnel are prohibited from receiving or asking for (soliciting) gifts from external parties. Under no circumstances may T7 GLOBAL personnel accept gifts in the form of cash or cash equivalent, including gift certificates, loans, commissions, coupons, discounts or any other related forms.

GIFTS AND HOSPITALITY – OUTGOING

All gifts and Hospitality provided to Government Officials, Clients or Suppliers should be corporate gifts. Any gift-giving or event of hospitality is subject to approval according to Limits of Authority Table and must fulfil the following conditions:-

- They be reasonable and customary under the circumstances;
- They are not motivated by a desire to influence the Government Official, Client or Supplier inappropriately;
- They are tasteful and commensurate with generally accepted standards for professional courtesy in the country where it is given and in the country where the Company has its headquarters;
- They are provided openly and transparently;
- They are given in good faith and without expectation of reciprocity;
- They are provided in connection with a recognized gift-giving holiday or event in the case of gifts;
- They are provided in connection with a *bona fide* and legitimate business purpose in the case of Hospitality and travel;
- They are not provided to any Government Official, Client or Supplier with such regularity or frequency as to create an appearance of impropriety or undermine the purpose of this Policy; and
- There must not be any corrupt / criminal intent involved; and



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- They comply with the local laws and regulations that apply to the Government Official, Client or Supplier.

The Employee or Representative of the Company responsible for organizing any gifts or Hospitality must first check with the Company's Legal Department to inform themselves of the latest laws and regulations of the jurisdiction of the Government Official before giving the gift or arranging the Hospitality.

Under no circumstances may any Employee or Representative, offer or provide personal services, or any gifts of cash or cash equivalents (such as cheques, gift cards or vouchers) to any Government Official, Client or Supplier.

Under no circumstance may travel or accommodation arrangements be more lavish than permitted under the Company's travel policy for its own Employees.

The Company cannot bear the cost of side trips requested by Government Officials, Clients or Suppliers.

GIFTS AND HOSPITALITY - INCOMING

Employees may only accept gifts or Hospitality provided by, or on behalf of, any person or organization having dealings with or seeking to deal with the Company if they have complied with the Conflict of Interest clause in the Employee Handbook.

Gifts or Hospitality provided to Employees or Representatives by, or on behalf of, any person or organization having dealings with the Company or seeking to deal with the Company should:

- be reasonable and customary under the circumstances;
- not be motivated by a desire to influence the Employee inappropriately;
- be tasteful and commensurate with generally accepted standards for professional courtesy in the country where it is given and in the country where the Company has its headquarters;
- be provided openly and transparently;
- be given in good faith and without expectation of reciprocity;
- be provided in connection with a recognized gift-giving holiday or event in the case of gifts;
- be provided in connection with a *bona fide* and legitimate business purpose in the case of Hospitality and travel; and
- not be provided to any Employee with such regularity or frequency as to create an appearance of impropriety or undermine the purpose of this Policy or the Conflict of Interest clause in the Employee Handbook.

Under no circumstance may travel or accommodation arrangements provided to an Employee by, or on behalf of, any person or organization having dealings with or seeking to deal with the Company be more lavish than permitted under the Company's travel policy.



Under no circumstances may any Employee or Representative, in or relating to the course of his/her employment, accept personal services, or any gifts of cash or cash equivalents (such as bank cheques, gift cards or vouchers).

DONATIONS

Donations by the Company may only be made where:

- the Donation is made in compliance with applicable laws;
- the Donation is not made to secure an improper business advantage;
- the Donation is made to a properly established charity or non-profit organization and there is a valid charitable purpose or community benefit for the Donation; and
- the Donation has been approved in writing by a Executive Directors or Board of Directors.

Application for approval of any charitable or other Donation by the Company may be submitted to the Head of Human Resources/Legal Department for consideration and written approval.

Any Donation must be recorded in the register kept for that purpose by the Head of Human Resources.

SPONSORSHIPS

No offers of Sponsorship by the Company shall be made and no Sponsorships provided without the prior written consent of the Executive Directors or Board of Directors.

Sponsorships by the Company may only be made where:

- the Sponsorship is made in compliance with applicable laws; and
- the Sponsorship is not made to secure an improper business advantage.

Any use of the Company's logo or trademarks in connection with a Sponsorship must be referred to the Executive Directors or Board of Directors for written approval.

Any Sponsorship must be recorded in the register kept for that purpose by the Head of Human Resources.



DONATION AND SPONSORSHIP PROHIBITIONS

Donations or Sponsorships must not be made or offered in connection with any Company bid, tender, contract renewal or prospective business relationship.

The Company will not enter into any Donation or any Sponsorship agreement with an organization as a means of gaining favourable terms from that organization or its affiliates or connected parties in any other business agreements.

Donations and Sponsorships shall not be made in cash but may only be made by Company cheque, bank transfer or authorized Company credit card transaction.

11. FACILITATION PAYMENTS & POLITICAL CONTRIBUTIONS

11.1 T7 GLOBAL adopts a strict policy of disallowing the use of facilitation payments in its business. Facilitation payment is a payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite the performance of a routine or administrative duty or function.

11.2 Personnel shall decline to make the payment and report to HRD immediately when they encounter any requests for a facilitation payment. In addition, if a payment has been made and personnel are unsure of the nature, the Head of HRD must be notified immediately, and the payment recorded accordingly.

11.3 Only in the event that an employee's security is at stake is it permitted to make the payment. The employee must immediately report the incident to their Head of Department and HRD to record the details and keep a record of what was spent.

11.4 No Employee or Representative in or relating to the course of their employment with the Company shall make any payment or other contribution to any political party, political office holder or candidate.

12. SUPPORT LETTERS

T7 GLOBAL awards contracts and employee positions purely on a merit basis. Therefore, support letters in all forms shall not be recognised as part of the business decision making process.



13. RECRUITMENT, PROMOTION AND SUPPORT OF PERSONNEL

13.1 T7 GLOBAL recognises the value of integrity in its personnel and business associates.

The Company's recruitment, training, performance evaluation, remuneration, recognition and promotion for all T7 GLOBAL personnel, including management, shall be designed and regularly updated to recognize integrity.

13.2 T7 GLOBAL does not offer employment to prospective personnel in return for their having improperly favoured the Company in a previous role.

14. BUSINESS ASSOCIATES

14.1 All business associates (including external providers such as consultants, advisors, and agents) acting on behalf of T7 GLOBAL are required to comply with this Policy, the T7 GLOBAL's Code of Ethics & Conduct, and all other policies as it relates to them.

14.2 In circumstances where T7 GLOBAL retains controlling interest, such as in certain joint venture agreements, business associates are required to adhere to the ABC Policy and T7 GLOBAL's Code of Ethics & Conduct. Where T7 GLOBAL does not have controlling interest, associates are encouraged to comply the same.

14.3 Due diligence should also be carried out with regards to any business associates intending to act on the Company's behalf as an agent or in other representative roles, to ensure that the entity is not likely to commit an act of bribery or corruption in the course of its work with T7 GLOBAL.

14.4 The extent of the due diligence should be based on a bribery and corruption risk assessment. Due diligence may include a search through relevant databases, checking for relationships with public officials, self-declaration, and documenting the reasons for choosing one particular Business associate over another. The results of the due diligence process must be documented, retained for at least seven years and produced on request by the custodian of the process.

14.5 T7 GLOBAL shall include standard clauses in all contracts with business associates enabling the Company to terminate the contract in the event that bribery or an act of corruption has been proved to occur. Additional clauses may also be included for business associates acting on T7 GLOBAL's behalf where a more than minor bribery risk has been identified.



15. RESPONSIBILITIES OF T7 GLOBAL PERSONNEL

15.1 All T7 GLOBAL personnel (including its directors, and directors and personnel of its controlled organisations) are required to carry out those responsibilities and obligations relating to the Company's anti-bribery and corruption stance, alongside those already in existence, which includes the following:-

- a) Be familiar with applicable requirements and directives of the policy and communicate them to subordinates;
- b) Promptly record all transactions and payments in T7 GLOBAL's books and records
- c) accurately and with reasonable detail;
- d) Ask the HRD if any questions about this policy arise or if there is a lack of clarity about the required action in a particular situation;
- e) Always raise suspicious transactions and other "red flags" (indicators of bribery
- f) or corruption) to immediate superiors for guidance on the next course of action;
- g) Be alert to indications or evidence of possible violations of this policy;
- h) Promptly report violations or suspected violations through appropriate channels;
- i) Attend required anti-bribery and corruption training as required according to position; and
- j) Not misuse their position or T7 GLOBAL's name for personal advantage.

15.2 When dealing with business associates, all T7 GLOBAL personnel shall not:-

- a) express unexplained or unjustifiable preference for certain parties;
- b) make any attempt at dishonestly influencing their decision by offering, promising or conferring advantage;
- c) exert improper influence to obtain benefits from them;
- d) directly or indirectly offer or make promise or corrupt payments, in cash or in kind for a specific favour or improper advantage from them.

15.3 During an active or anticipated procurement or tender exercise, personnel participating in the exercise in any way whatsoever, shall not:-

- a) receive gifts or hospitality or any kind from any external party participating, planning to participate, or expected to participate, in the procurement or tender exercise;
- b) provide anything other than a corporate gift and token hospitality to any external/third party related to the exercise;
- c) be involved in any discussions regarding business or employment opportunities, for personal benefit or for the benefit of a business associate;
- d) abuse the decision-making and other delegated powers given by the top management; and
- e) bypass normal procurement or tender process and procedure.



15.4 When dealing with external parties in a position to make a decision to T7 GLOBAL's benefit (such as a Government official or client), T7 GLOBAL personnel shall not:-

- a) offer, promise or make any attempt at dishonestly influencing the person's decision by directly or indirectly offer or make promise of corrupt payments, in cash or in kind;
- b) be involved in any discussions regarding business or employment opportunities, for their own personal benefit or for the benefit of the external party;
- c) otherwise abuse the decision-making and other delegated powers given by the top management, in order to illicitly secure an outcome which would be to the commercial advantage to themselves and/or the Company; and
- d) exert improper influence to obtain personal benefits from them.

15.5 T7 GLOBAL's managers have a particular responsibility to ensure that these requirements are applied and complied with within their department or function and to monitor compliance with the policy. They also must ensure that subordinates in 'Exposed Positions' attend relevant training.

16. CONFLICTS OF INTEREST

16.1 Conflicts of interest arise in situations where there is personal interest that could be considered to have potential interference with objectivity in performing duties or exercising judgment on behalf of the Company. All personnel should avoid situations in which personal interest could conflict with their professional obligations or duties. Personnel must not use their position, official working hours, Company's resources and assets, or information available to them for personal gain or to the Company's disadvantage.

16.2 In situations where a conflict does occur, personnel are required to declare the matter as per the Employees Handbook.

17. STAFF DECLARATIONS

17.1 All T7 GLOBAL personnel shall certify in writing that they have read, understood and will abide by this policy. A copy of this declaration shall be documented and retained by the Human Resources Department for the duration of the personnel's employment. A sample declaration can be found in the Appendix of this Policy.

17.2 The HRD reserves the right to request information regarding an employee's assets in the event that the person is implicated in any bribery and corruption-related accusation or incident.



18. ANTI-BRIBERY AND CORRUPTION COMPLIANCE FUNCTION

18.1 T7 GLOBAL shall establish and maintain an anti-bribery and corruption compliance function within the HRD to oversee the design, implementation and management of the system of policies.

18.2 The HRD shall perform functions below within the Company structure, equipped to act effectively against bribery and corruption:

- a) provide advice and guidance to personnel on the system of policies and issues relating to bribery and corruption;
- b) take appropriate steps to ensure that adequate monitoring, measurement, analysis and evaluation of the system of policies is performed;
- c) report on the performance of the system of policies to the top management and Audit Committee regularly.

18.3 Appropriate resources shall be provided for effective operation of the system of policies and that the HRD is staffed with persons who have the appropriate competence, status, authority and independence.

18.4 T7 GLOBAL shall conduct regular risk assessments to identify the bribery and corruption risks affecting the business, set anti-bribery and corruption objectives, and assess the effectiveness of the controls in achieving those objectives.

19. TRAINING AND AWARENESS

19.1 T7 GLOBAL shall conduct an awareness programme for all its personnel on the Company's position regarding anti-bribery and corruption, integrity and ethics.

19.2 Training shall be provided on a regular basis, in accordance with the level of bribery and corruption risk related to the position. Training should be provided to personnel who are:-

- a) new to the Company;
- b) appointed to or currently holding an exposed position.

19.3 Human Resources Department shall maintain records to identify which T7 GLOBAL personnel have received training, and produce, communicate and update the training schedule in conjunction with HRD.



19.4 Business associates acting on behalf of the Company shall also undergo appropriate training, where a bribery and corruption risk assessment identifies them as posing a more than minor bribery and corruption risk to the Company.

20. REPORTING OF POLICY VIOLATIONS

20.1 Suitable reporting channels shall be established and maintained for receiving information regarding violations of this policy, and other matters of integrity provided in good faith by T7 GLOBAL personnel and/or external parties.

20.2 Personnel who, in the course of their activities relating to their employment at T7 GLOBAL, encounter actual or suspected violations of this policy are required to report their concerns using the reporting channels stated in Whistleblowing Policy.

20.3 Reports made in good faith, either anonymously or otherwise, shall be addressed in a timely manner and without incurring fear of reprisal regardless of the outcome of any investigation.

20.4 Retaliation in any form against T7 GLOBAL personnel where the person has, in good faith, reported a violation or possible violation of this policy is strictly prohibited. Any T7 GLOBAL personnel found to have deliberately acted against the interests of a person who has in good faith reported a violation or possible violation of this policy shall be subjected to disciplinary proceedings including demotion, suspension, dismissal or other actions (including legal action) which T7 GLOBAL may pursue.

21. AUDIT AND COMPLIANCE

Regular audits shall be conducted to ensure compliance to this policy. Such audits may be conducted internally by T7 GLOBAL or by an external party. Audit documentation should include performance improvement action plans.



22. SANCTIONS FOR NON-COMPLIANCE

22.1 Non-compliance as identified by the audit and any risk areas identified through this and other means should be reported to the top management and Audit Committee in a timely manner in accordance with the level of risk identified.

22.2 T7 GLOBAL regards bribery and acts of corruption as serious matters and will apply penalties in the event of non-compliance to this policy. For T7 GLOBAL personnel, non-compliance may lead to disciplinary action, up to and including termination of employment.

22.3 For external parties, non-compliance may lead to penalties including termination of contract. Further legal action may also be taken in the event that T7 GLOBAL's interests have been harmed by the results on non-compliance by individuals and organisations.

23. CONTINUOUS IMPROVEMENT

23.1 In maintaining the system of policies, T7 GLOBAL is committed and any concerns to improve the system can be channelled to HRD.

23.2 T7 GLOBAL shall monitor the legal and regulatory regimes where it operates and any changes to T7 GLOBAL's business environment and risks and identify opportunities for system improvement. A report should be submitted to the top management and Audit Committee on a regular basis for the appropriate action to be taken.

23.3 Regular assessments of the system of policies should be carried out to ensure its scope, policies, procedures and controls match the bribery and corruption related risks faced by the Company.

23.4 T7 GLOBAL endeavours to impact the business environment where it operates. This includes extending its integrity programme to non-controlled business associates such as suppliers and contractors, seeking to work with companies who have a similar commitment and supporting initiatives in the private and public sectors which are likely to improve the integrity of its operating environment.



Appendix

Sample of Staff Declaration Form

I, _____, hereby declare that I have read and understood T7 GLOBAL's Anti-Bribery and Corruption Policy. I will abide by the requirements and provisions set out in the Policy, as required by my employment contract.

Name:

Title:

Date: