

Anti-Bribery and Anti-Corruption Policy

Doc Reference: DIFM-HR-P01, Rev:00,
Dated: 16/12/2019

Prepared and Reviewed By	Approved By
Ashref Azeez Human Resource and Admin Manager	Mohamed Saadeh General Manager

Revision History

REVISION	DATE	DESCRIPTION OF CHANGE
00	16-12-19	First Issue

DARWISH INTERSERVE FACILITY MANAGEMENT
ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Darwish Interserve Facility Management considers bribery and corruption as unethical, unacceptable and inconsistent with the company's values and Code of Conduct.

In support of this position, all company personnel are required to refrain under any circumstances from receiving or accepting gifts, kickbacks, bribes, and the like from clients, vendors, influential or non-influential internal company entities, and other related company entities, or from any third party.

Receiving of gifts, kickbacks, bribes, and the like are treated as a form of fraud and the employee will be accountable for such actions.

This policy and associated implementation documentation does not form part of any employee's contract of employment, will be publicized to all employees and will be reviewed on a regular basis to be updated or revalidated as appropriate.

Mohamed Saadeh
General Manager

DARWISH INTERSERVE FACILITY MANAGEMENT ANTI-BRIBERY AND ANTI-CORRUPTION PROCEDURE

Purpose

The purpose of this procedure is to:

- (a) set out our responsibilities, and of those working for us, in observing and upholding our policy on anti-bribery and anti-corruption; and
- (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

The policy hereby declares that the following will fall under preview of Anti-bribery but not limited to:

- (a) To offer, promise or give a Bribe (for a definition of a 'Bribe' see Annex D).
- (b) To request, agree to receive or accept a bribe whether in the Qatar or abroad and whether in the public or private sector.
- (c) To bribe a foreign public official.
- (d) For a company to fail to put in place adequate procedures to prevent bribery.

Brief Summary

What must you do?

All directors, employees, temporary agency personnel, contract basis personnel, consultants, intermediaries, agents and third parties acting on behalf of any Group Company are required to comply with this procedure as well as the anti-corruption laws of the countries in which your Group Company operates.

If you become aware of or believe in good faith that an act of bribery is about to be or has been committed, you may report the matter directly to Human Resource and Admin Manager and/or General Manager.

If you are unsure about how this procedure may apply to a situation in which you find yourself guidance may be obtained by contacting either Human Resource and Admin Manager and/or General Manager.

What must you not do?

You are prohibited from

- (a) participating in all forms of Bribery whether yourself or through third parties; and
- (b) soliciting, arranging or accepting bribes intended for your own benefit or for the benefit of your family, friends, associates and acquaintances;

A facilitation payment is also a Bribe and should not be made.

Consequences of non-compliance

Failure to comply with this procedure will constitute a disciplinary offence and may, in the case of directors and employees, result in dismissal or contract termination for others.

Assurance

You will not suffer demotion, penalty or other adverse consequences for refusing to pay a Bribe, even if such refusal may result in a Group Company losing business.

APPLICATION OF THIS PROCEDURE

Bribery and corruption

You must not offer, promise or give a bribe (active bribery) or request, agree to receive or accept a bribe (passive bribery) in order to:

- obtain or retain business;
- influence a business decision or public official (or which could be perceived in that way);
- compromise independent judgement (or which could be perceived in that way); or
- induce or reward improper performance by a person of a function or activity;

for the benefit of the company for which you work, or for any other Group Company, or for your personal benefit or the benefit of your family, friends, associates, or acquaintances

THE PROCEDURE IN PRACTICE

Facilitation payments

Facilitation or 'grease' payments are small payments made to secure or speed-up routine actions, often by public officials, such as issuing permits, immigration controls, providing services or releasing goods held in customs and constitute active bribery.

If you are in any doubt about whether something may be considered to be a facilitation payment ask the potential recipient if he can provide a formal receipt or written confirmation of its legality. If practicable, obtain senior management or legal approval for the payment. If the demand is accompanied by an immediate threat of physical harm then put safety first, make the payment and report it immediately to senior management giving details of the circumstances and amount of the payment.

Gifts, hospitality and expenses

Bona fide hospitality and promotional or other business expenditure which seeks to improve the image of the Company, better present its products or services or establish cordial relations is an established and important part of doing business and is not criminalized by the Act.

Reasonable small tokens (such as gifts bearing the corporate logo or promotional material such as a calendar), hospitality or expenses (defined below) may be reimbursed or accepted, provided (i) they are not intended to influence, nor could be perceived as capable of influencing, the recipient to act improperly; (ii) do not place the recipient under any obligation; and (iii) are commensurate with the reasonable and proportionate norms for the particular industry in which the company is operating.

Any such gift, hospitality and expenses must also be within the rules governing gifts, hospitality or expenses which are applicable to the recipient.

If any expenses required as value of any token, hospitality or expenses, protocol as per the financial matrix to be followed.

All Managers and Head of Departments should conduct the risk assessment as shown in Annexure-C to mitigate the possibility and to avoid risk if there is any possibility of any of the transactions will have a possibility of above clause.

In all cases tokens, hospitality and expenses should be small and appropriate to general business practice and financial limits proportionate to the markets in which the gift, hospitality or expense is being given or received. Such limits should also contain an aggregate limit in any twelve-month period to guard against the cumulative impact of several such items.

If you are offered or receive a gift, hospitality or expenses outside your pre-determined or pre-approved level you must inform your immediate manager in writing (either by memorandum or by email) at the soonest possible opportunity to enable consideration to be given as to the most appropriate course of action.

Hospitality includes such things as entertaining, meals, receptions, tickets to entertainment, social or sports events or participating in sporting events whether given or received with the intention of initiating or developing relationships between business people or third parties.

A host must be present when hospitality is given or received otherwise it will be a gift and therefore not permitted. Hospitality also includes association with worthy causes, where the supporter assists either by purchasing tickets or by introducing potential supporters.

Hospitality must neither be excessive in value, nor given too often nor leave the recipient in a position of obligation.

Expenses are the provision or reimbursement by the company of pre-agreed travel and other related expenses (which must accord with the company's own travel and expenses policies) incurred by a prospective client, customer or business partner which do not form a specified part of an existing contractual arrangement. Typically, these include travel to view an ongoing project or facility, benchmarking exercises or to attend a company sponsored conference, training or entertainment event. They do not include the payment of per diem expenses (lump sum allowances where no justification of expenditure is required) or travel for spouses which should not be paid. Particular care needs to be exercised in relation to such expenses where travel is to occur outside the normal working week.

Any gift, hospitality or Expenses proposed to be given to a Foreign Public Official ('FPO'), no matter what value, is required to be approved in advance by the company managing director, save where he will be present where the hospitality is to be provided in which case he must obtain the approval of his immediate line manager. Generally, the more lavish the hospitality or higher the expenses the greater will be the inference of an intention to influence the FPO.

Care needs to be exercised to identify an FPO. The safe course of action is to assume that any person who holds a post in or works for a foreign government or an organization which is owned by a foreign government, such as a state-owned construction or development company, is an FPO and act accordingly.

Political donations

Company may make a political donation without the prior approval of the Board of Directors. This applies to donations made to a political party, to any other 'political organization' or to an independent election candidate.

A 'political organization' comes within these provisions if it carries on, or proposes to carry on, activities that are capable of being reasonably regarded as intended to affect public support for any political party.

No company may engage a politician or former politician as a consultant without prior Parent

Board approval.

Politically exposed persons

Politically Exposed Person ('PEP') is one who has been entrusted with a prominent public function, is a senior politician or is closely related to such a person. By virtue of the public position and the influence it holds, a PEP may present a higher risk for potential involvement in bribery.

Accordingly, where a Group Company is proposing to enter a new market or pay Expenses it shall ensure that it neither conducts business with nor pays Expenses to a PEP without the prior approval of the SMT.

Offset Arrangements

These are arrangements whereby some kind of additional investment is offered or required as part of a company's tender. These are defined in more detail in Annex D(7).

Any such offset arrangements require the prior approval of the Parent Board.

Operational Issues

All contracts for the supply of goods and/or services by any supplier, agent, intermediary, distributor, broker or consultant ('Supply Chain Partner') to or on behalf of any Group Company should be in writing and include provisions requiring the Supply Chain Partner to acknowledge and abide by the terms of 'Conducting Business with Darwish Interserve Facility Management'.

In evaluating potential Supply Chain Partners regard should be taken of the existence or lack of an anti-bribery policy and procedure and whether or not the potential Supply Chain Partner, or anyone associated with them, is currently under investigation for or has been convicted of a bribery or corruption offence or is a PEP or FPO. This can be most conveniently achieved by including the following questions in tender enquiries/vendor checklist:

1. Do you have an anti-bribery policy and procedure? If yes, please append a copy.
2. Please answer yes or no. Is anyone associated with your company
 - (a) currently under investigation for or been convicted of a bribery or corruption offence?
 - (b) a politically exposed person?
 - (c) a foreign public official?

The selection of an agent (see Annex D for definition) shall not be left to the personnel of the appointing function, such as sales and marketing or finance, but should be reviewed and approved by the Finance Manager and General Manager.

The provisions of Annex B shall be included in all new contracts with a Supply Chain Partner. The SMT shall conduct a Bribery Act Risk Assessment of its Business. Thereafter this Bribery Act Risk Assessment as part of their biannual risk evaluation process.

A template for a Bribery Act Risk Assessment is set-out in Annex C.

Each SMT member is responsible for the implementation of this Anti Bribery Procedure by the company of which they are directors and shall provide an annual written report to the Executive Board member to which they report on how it has been implemented, any risks identified and how these have been addressed.

Executive Board members are responsible for oversight and implementation of the Bribery Act Risk Assessments and their biannual review in the companies within their division.

Each managers, having identified relevant areas of Bribery risk, to develop, where necessary, controls to address potential areas of bribery. These controls will then be subject to internal audit review as part of the internal audit programme.

Payments

All payments made in respect of legitimate services/products should be made through crossed cheque after payments certified by QS only. Any exception to above needs an approval of FM to release.

- (a) in cash, other than a documented petty cash disbursement;
- (b) with corporate cheques payable to 'cash', 'bearer' or third party designees of the party entitled to payment;
- (c) to any other person or entity other than the party with which the Group Company has contracted, save where a debt has been factored and proper notice of assignment has been received by the Group Company;
- (d) to an individual, entity or account outside the country where the business arrangement with the Supply Chain Partner has taken place or the Supply Chain Partner is located;
- (e) where there is any reason to believe that any part of the payment may be passed- on as a bribe or inducement.

Red flags - requirement to report suspicious activities

You should immediately report the following activities to either Human Resource and Admin Manager and/or General Manager:

- a request for payment in advance or prior to an award of a concession, contract or other business arrangement;
- a request for large contingency or 'success' fee;

- a request for reimbursement of extraordinary, poorly-documented, or last minute expenses;
- a request for payment in cash, to a numbered account, or to an account in the name of a different person;
- a request for payment in a different country, especially if it is a country with little banking transparency or regulatory control, such as an off-shore tax haven;
- where the Supply Chain Partner has a family member in a government position, particularly if the family member is or could be in a position to direct business to the Company;
- a refusal by any supplier of goods and services or Supply Chain Partner to disclose its owners, partners, or principals;
- the use of a shell or holding Company that obscures ownership without a credible explanation;
- the use of a shell or holding Company that obscures ownership without a credible explanation
- the Supply Chain Partner displays ignorance of or indifference to local laws and regulations;
- a business or banking reference of the Supply Chain Partner unreasonably refuses to answer questions, or provides problematic answers; and/or
- the Supply Chain Partner is the subject of credible rumours or media reports impacting upon the Supply Chain Partner'

Annex A

A 'donation' includes:

- (a) any gift of money or other property;
- (b) any sponsorship provided in relation to the party (see further below);
- (c) any subscription or fee paid for affiliation to, or membership of, the party;
- (d) any money spent (otherwise than by or on behalf of the party) in paying expenses incurred directly or indirectly by the party;
- (e) any money lent to the party otherwise than on commercial terms – in which case the difference between the total consideration paid by the party and the total that would have been payable at the commercial rate will be deemed to be a donation;
- (f) the provision otherwise than on commercial terms of any property, services or facilities for the use or benefit of the party (including the services of any person) – in which case the donation is considered to be the difference between the amount paid by the party and the commercial or market value;
- (g) overpayment in respect of property, services or facilities provided by a party;
- (h) the preparation, publication or dissemination of any advertising or any other promotional or publicity material that, at the time of publication or dissemination, is capable of being reasonably regarded as intended to affect public support for any political party, political organization or independent election candidate; or
- (i) any activities on the part of a company intended to affect public support for a political party, political organization or independent election candidate or to influence voters during a referendum.

The following will not come under preview of donation:

- (a) charges for admission to any conference, meeting or other event;
- (b) the purchase price of any publication; or
- (c) payments at a commercial rate for advertising in any publication; or
- (d) the provision by an individual of their own services which they provide voluntarily in their own time; or
- (e) payment for hire of a stand at a party conference, provided the payment does not exceed the appropriate maximum rate determined by the Electoral Commission for the stand in question; or
- (f) donations to trade unions (excluding trade unions in the Qatar);
- (g) subscriptions to trade associations; or
- (h) donations to all-party parliamentary groups

Annex B

- 1.1 The Sub-contractor shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption
 - (b) not engage in any activity, practice or conduct which would constitute an offence
 - (c) comply with the DIFM Anti-bribery and Corruption Policy and Procedure annexed to this agreement in each case as DIFM or may update this from time to time ('Relevant Policies').
 - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures u, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;
 - (e) promptly report to DIFM any request or demand for any undue financial or other advantage of any kind received by the Sub-contractor in connection with the performance of this agreement;
 - (f) immediately notify Interserve if a foreign public official becomes an officer or employee of the Sub-contractor or acquires a direct or indirect interest in the Sub-contractor (and the Sub-contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
- 1.2 Where Darwish Interserve Facility Management has reasonable suspicion that the Sub-contractor is in breach of Relevant Requirements and/or Relevant Policies DIFM shall be entitled to immediately terminate the contract without compensation to the Sub-contractor and the Sub-contractor shall indemnify DIFM for any additional costs, losses, damages or expenses that Interserve may thereby suffer or incur.
- 1.3 The Sub-contractor shall ensure that any person associated with the Subcontractor who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Sub- contractor in this clause (Relevant Terms). The Sub-contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Interserve for any breach by such persons of any of the Relevant Term

Annex D

- 1) A **Bribe** is the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, the improper performance of a function or activity or is a breach of trust.
- 2) It does not matter whether the person to whom the advantage is offered, promised or given is the same person as the person who is to perform, or has performed, the function or activity concerned or whether the advantage is offered, promised or given directly or through a third party.
- 3) If you request, agree to receive or accept a financial or other advantage (either directly or through a third party) whether for your own benefit or the benefit of a third party, with the intention that a relevant function or activity should be performed improperly (whether by you or somebody else at your request or with your assent or acquiescence) or where that request, agreement, receipt or acceptance of a financial or other advantage itself constitutes your improper performance of a relevant function or activity, then that activity constitutes a bribe.
- 4) A relevant function or activity is any function of a public nature, any activity connected with a business, any activity performed in the course of your employment and any activity performed by or on behalf of a body of persons (whether corporate or unincorporated) where you are expected to perform that function or activity in good faith, and/or impartially and/or you are in a position of trust by virtue of performing it.
- 5) For the purpose of deciding if there has been **improper performance**, the test is what would be expected by a reasonable person in the Qatar in relation to the performance of that function or activity. Where the performance of that the function or activity is not subject to Qatar law, i.e. where it takes place outside the Qatar, then any local custom or practice must be disregarded UNLESS permitted or required by the written law of that country.
- 6) You bribe a foreign public official ('FPO') if you offer, promise or give any financial or other advantage to the FPO or to another person at the FPO's request or with the FPO's assent or acquiescence and your intention is to influence the FPO in the FPO's capacity as a foreign public official intending to obtain or retain business or an advantage in the conduct of business and it is not permitted for the FPO to be so influenced under the country's written law.
- 7) In seeking tenders for publicly funded contracts Governments often permit or require those tendering to include, as part of the tender, some kind of additional investment in the local economy or benefit to the local community. Where this is permitted by the local law then there is no problem, even though such arrangements could, in certain circumstances, amount to an 'advantage' to a FPO or to another person at the FPO's request, assent or acquiescence. In such cases where the additional investment in the local economy would amount to an advantage to an FPO but is a legitimate part of the tender exercise then a prosecution may not be in the public interest.
- 8) Where there is any doubt that additional investment in the local economy or benefit to the local community is permissible or required under local law then a written local legal

opinion must be sought as to the legality of the transaction and the written opinion submitted for approval to the Executive or Parent Board according to its value.

- 9) The threshold for proving bribery of an FPO is lower than for the other Bribery offences, therefore particular care needs to be exercised in this area.
- 10) A commercial organization is also guilty of an offence if a person associated with it bribes another person intending to obtain or retain business for itself or to obtain or retain an advantage in the conduct of business for itself if it does not have in place adequate procedures designed to prevent persons associated with it from undertaking such conduct.
- 11) A person is associated with a commercial organization if that person performs services for and on behalf of that commercial organization; irrespective of the capacity those services are performed. Accordingly, the associated person may be an employee, agent or subsidiary of the commercial organization.
- 12) An agent is a person who is authorized to act for another (the agent's principal) through employment, by contract or apparent authority where that person can bind the principal by contract or create liability if that person causes injury while in the scope of the agency.