

### 1. POLICY STATEMENT

AIMFLEX Berhad. and its subsidiaries (the “Group”) Anti-Bribery and Corruption (“ABC”) Policy is part of the Group’s Code of Conduct. The Group adopts a zero-tolerance approach against all forms of bribery and corruption in our day-to-day activities and takes a strong stance against such improper conduct.

The Group upholds and are bound by all applicable laws and regulations in countering bribery and corruption in all the jurisdictions where we may operate, in Malaysia or outside Malaysia to conduct our business with utmost integrity and highest ethical standards

This Policy is designed to provide guidelines to all individuals working at all levels and grades, including directors, senior managers, officers, directors, employees (whether permanent, fixed-term or temporary) to observe zero-tolerance to bribery and corruption and concerns on recognizing, addressing, preventing, resolving instances of improper solicitation, bribery and other corrupt activities and issues that may arise in the course of day-to-day activities.

### 2. DEFINITIONS

**“Agent”:** Any individual acting as an agent, paid by the company, acting on the company’s behalf in negotiating with Third Parties.

**“Bribery” / “Corruption”:** Bribery occurs when one person offers, pays, seeks or accepts a payment, gift, favour, or a financial or other advantage from another to influence a business outcome improperly, to induce or reward improper conduct or to gain any commercial, contractual, regulatory or personal advantage. It can be direct or indirect through Third Parties.

**“Company”:** All subsidiaries and affiliated companies within the Group

**“Conflict of Interest”:** Occurs when an individual’s interest and benefit either influence or have potential to influence which could possibly corrupt, or be perceived to corrupt, the motivation for an act in their decision making of the Group.

**“Donation”:** A Donation is a voluntary contribution in the form of monetary or non-monetary to a fund or cause for which no return of service or payment is expected or made. Contributions to industry, associations or fees for memberships in organizations that serve business interests are not necessarily considered Donations.

**“Employee” or “Employees”:** For the purposes of this policy this includes all individuals working at all levels and grades, including senior managers, officers, directors (executive and non-executive), employees (in Malaysia or outside Malaysia and whether permanent, fixed-

term or temporary basis), trainees, casual workers and agency staff, volunteers, interns, or any other person associated with us, or any of our subsidiaries or joint ventures or their employees, wherever they may be located.

**“Facilitation Payments”:** A form of Bribery in which small payments are made with the purpose of expediting or facilitating the performance by a Public Official of a routine or administrative governmental duty or function. Facilitation payments are typically demanded by low level and low income Public Officials in exchange for providing services to which one is legally entitled without such payments.

**“Gifts, Invitations & Hospitality”:** Invitations given or received to social functions, sporting events, meals and entertainment, gifts or customary tokens of appreciation.

**“Intermediary”:** Includes but is not limited to Agents, distributors, consultants, sales representatives, implementation partners, sales partners.

**“Kickback”:** A bribe to obtain an undue advantage, where a portion of the undue advantage is 'kicked back' to the person who gave, or is supposed to give, the undue advantage.

**“Public Official”:** Officials or employees of any government or other public body, agency or legal entity, at any level, including officers or employees of state-owned enterprises and officers or employees of enterprises which are mandated by a public body or a state-owned enterprise to administer public functions.

**“Sponsorship”:** Sponsorship is about partnering with external organizations to deliver mutual benefits through an exchange of monies, products, services, content or other intellectual property.

**“Third Party”:** Any individual or organization you come into contact with during the course of your work for us. This includes actual and potential customers, suppliers, contractors, consultants, sponsors, agents, business contacts, Intermediaries, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

**“Compliance Administrator”:** The Head of Administration (“HOA”) as the Head of HR & Admin Department to act as compliance function to monitor, review and implement this policy.

### 3. SCOPE

The principles and obligations outlined in this policy apply to Employee. It is also applicable to contractors, sub-contractors, consultants, agents, representatives and service providers of any kind performing work or services, for or on behalf of the Group (together, “Business Partner”). This policy shall be communicated to Employee, Business Partner and Third Party at the outset of our business relationship and as appropriate thereafter.

This policy binds Employees and Business Partner to compliances concerning interactions with persons and/or parties in jurisdictions where we may operate, both home and foreign. Where local customs, standards, laws or other local policies apply that are inconsistent or conflict with the provisions of this policy, then the stricter rules of the two must be complied with. Example, if this policy stipulates stricter rules than local customs, standards, laws or other local policies, the stricter provisions of this policy shall prevail.

#### 4. ANTI-BRIBERY AND ANTI-CORRUPTION

The Malaysian Anti-Corruption Commission describes “corruption” as an act of giving or receiving gratification or reward in the form of cash or in-kind of high value for performing a task in relation to his/her job function or activity. The Malaysian Anti-Corruption Act defined gratification covering the following corruption practices:

- 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;
- b. Any office, dignity, employment, contract of employment or services, or 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).

Corruption may include “bribery” which is any offering, promising, giving, requesting agreeing to receive, accepting a gratification, or other advantages with the intention of inducing or rewarding someone to perform their job function or activity improperly. Forms of bribery include kickbacks, inflated commissions, expensive gifts, political donations, excessive or inappropriate entertainment.

This Policy prohibits all forms of bribery and corrupt practices and makes no distinction between whether they are being made to persons in the public or private sectors. The Group’s relationships with public officials, our Employees, Business Partner and any other parties are based on

transparency and integrity. Our Employees and Business Partner must not directly or indirectly pay, offer or promise any gratification to any public official, party or their family members as an inducement for or reward for acting improperly. Furthermore, our Employees must not directly or indirectly pay, offer or promise any gratification to customers, Business Partners or any other party for the purpose of exerting influence, soliciting payment or other unfair or illegal preferential treatment. Our Employees will not suffer demotion, penalty or other adverse consequences in retaliation for refusing to pay or receive bribes or participate in other illicit behaviour.

## **5. GIFTS, INVITATIONS & HOSPITALITY**

- 5.1 Our Employees are prohibited from directly or indirectly accepting a gift or giving a gift to a third party in the following situations:
- (a) it is made with the intention / expectation of influencing a Third Party to obtain or retain business, to gain a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
  - (b) it is given in your name and not in the name of the Company;
  - (c) it includes cash or a cash equivalent (such as gift certificates or vouchers);
  - (d) it is of an inappropriate type and value and given at an inappropriate time (e.g. during a tender process); and
  - (e) it is performed secretly and not transparent.
- 5.2 Our Employees are also prohibited from directly or indirectly soliciting for gifts from any party for themselves or for or on behalf of The Group. Our Business Partners should not give gifts to our Employees.
- 5.3 We are aware of business etiquette of exchanging gifts which varies between countries and regions. Employees is require to take into consideration all the pertinent circumstances including its purpose, the character of the gift or hospitality whether is cultural, reasonable, justifiable and is proportionate. Our Employees are expected to decline (or avoid accepting) gifts with the exceptions being:
- (a) Corporate gifts of nominal / appropriate value;
  - (b) Festive or ceremonial gifts of appropriate value during festive seasons or other ceremonial occasions;
  - (c) When refusing the gift is likely to offend and harm the Group's business relationship with the giver; or
  - (d) Gifts given during invitation to speak at conferences or work-related conferences

- 5.4. In the circumstance that the Employee has received any gifts, the Employee must notify HR & Admin Department. If the gift value is more than RM250.00 of the nominal value but less than RM500.00, HR & Admin Department shall refer to Compliance Administrator. It is at the discretion of the Compliance Administrator to approve the acceptance of the gift or require it to be returned. The gift must be returned politely with a note explaining the Group's policy. All accepted gifts must be recorded in the Company's Gift Register which include the details of gift, giver, purpose and estimate value.

If the gift is accepted, Compliance Administrator will determine whether to:

- (a) Donate the gift; or
- (b) Display in the office; or
- (c) Share it amongst Employees; or
- (d) Retain it for lucky draws in company events; or
- (e) Permit it to be retained by the Employee.

If there is a need to accept the Gifts, Invitation and Hospitality which the value greater than RM 500, the approval of Managing Director or Executive Director is mandatory. For the acceptance of Gifts, Invitation and Hospitality which the value greater than RM 5000, the approval of the Board is mandatory in order to uphold the principle that the said Gifts, Invitation and Hospitality is not amounted to seeking business advantage.

- 5.5 Generally, Employees are allowed to provide gifts to visitors within the Group as a token of appreciation. The nominal value of gifts shall not be greater than RM250.00, any value exceed the nominal value but less than RM500.00 must obtain prior approval from the Compliance Administrator. Employees are also permitted to provide gifts bearing our Group's logo (corporate gifts) that are given out equally to members of the public, delegates, customers, partners and key stakeholders attending events also as part of the Group's Branding and/or Marketing activities.

If there is a need to provide the Gifts, Invitation and Hospitality which the value greater than RM 500, the approval of Managing Director or Executive Director is mandatory. For the provision of Gifts, Invitation and Hospitality which the value greater than RM 5000, the approval of the Board is mandatory in order to uphold the principle that the said Gifts, Invitation and Hospitality is not amounted to seeking business advantage.

- 5.6 Employees are advised to apply proper judgement in accepting entertainment from third parties. Receiving any form of entertainment can be perceived as a conflict of interest or misconstrued as acceptance of gratification. Frequency of the entertainment and the value received will and can be held against you should it be reported as a form of gratification.
- 5.7 Employees are allowed to entertain external parties as part of business networking as

long as it is of reasonable value (i.e. RM500). Eligible Employees should always consult and inform his/her Compliance Administrator or Managing Director before providing entertainment.

- 5.8 All Employees required to refer and follow the additional Standard Operating Procedure (“SOP”) which stated in APPENDIX II when dealing with Gifts, Invitation and Hospitality, Donation and Sponsorship.

If in doubt, please consult the matter with HR & Admin Department or Compliance Administrator.

### **6. FACILITATION PAYMENTS & KICKBACKS**

- 6.1 Facilitation payments are forms of payment made personally in return for services to an individual in control of a process or decision to secure or expedite the performance of a routine or administrative duty or function (e.g. influencing the timing of process or issuing of permits). Facilitation Payments are illegal under Malaysia law and laws of many other countries. Our Employee and Business Partners shall not directly or indirectly make and/or accept, Facilitation Payments or Kickbacks of any kind whether in cash or other asset in wherever we may operate.
- 6.2 There are circumstances when you are compelled to make facilitation payments due to extortion or you are being coerced to pay and that you have no alternative but to pay for your personal or family safety and liberty. If these facilitation payments are made, you should report the incident to Managing Director for the necessary action to be taken.

If in doubt, please consult the matter with HR & Admin Department or Compliance Administrator.

### **7. EMPLOYEE RESPONSIBILITIES**

- 7.1 It is not acceptable for you (or someone on your behalf) to:
- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - (b) give, promise to give, or offer, a payment, gift or hospitality to a Public Official or Third Party to ‘facilitate’ or expedite a routine procedure;
  - (c) accept payment from a Third Party that you know or suspect is offered with the expectation of receiving or desirable outcome of a business advantage for them;
  - (d) accept a gift or hospitality from a Third Party if you know or suspect that there is an expectation or desirable outcome in return for a business advantage from us;
  - (e) threaten or retaliate against another Employee who has refused to commit a bribery offence or who has raised concerns under this policy; or

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- (f) engage in any activity that might or perceived to lead to breach of this policy.
- 7.2 It is your responsibility to ensure that all accounts, invoices, memoranda and other documents and records relating to dealings with Third Parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept 'off-book'. You must ensure all expenses, claims relating to Gifts, Invitations & Hospitality or expenses incurred to Third Parties are submitted in accordance with the Company's expenses policy and specifically record the reason for the expenditure. All records and documents on due diligence processes, business correspondences and other documents must be kept by the Group for at least seven years.
- 7.3 You must declare and submit a written record of all Gifts, Invitations & Hospitality to your HR & Admin Department or Compliance Administrator to decide whether to approve the acceptance or to return the gifts or to reject the Invitations & Hospitality.
- 7.4 The prevention, detection and reporting of any form of Bribery & Corruption are the responsibility of all Employees. You must notify HR & Admin department or your reporting manager as soon as possible if you are offered a bribe, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.
- 7.5 All Employees have the responsibility to read, understand and comply with this policy. You may refer APPENDIX 1 for possible RED FLAGS that may arise during the course of your work. You should at all times, avoid any activity that might lead to, or suggest, a breach of this policy. This policy should be read in conjunction with the AIMFLEX Code of Conduct.
- 7.6 All Employees are mandatory to attend the training of ABC Policy during induction programme and annual refresher trainings conducted by HR & Admin Department. It is also the responsible of Employees to fill in the ABC Commitment Form annually after the trainings.
- 7.7 Employees are encouraged to raise concerns about any instance, or suspicion of malpractice at the earliest possible stage through their reporting manager or other available reporting mechanisms which includes HR & Admin department, company directors. Employee are also encouraged report such concern using reporting channel under the Whistleblower Policy.

## 8. COMPLIANCE WITH THE LAW

All employees of the Group and its affiliates are responsible in ensuring that all laws and regulations, in particular, the Malaysian Anti-Corruption Commission Act are complied to at all times. No excuses or exceptions will be acceptable for non-compliance with any domiciled laws and regulations where the Group may conduct its businesses.

Where there is uncertainty in any practices relating to the ABC Policy, employees must always seek the advice of their supervisor or Head of Department. Where further clarification is required, you should direct your concerns to HR & Admin Department or Compliance Administrator.

## **9. DEALING WITH NON-COMPLIANCE**

Any Officers, Employees and Business Associates found to be non-compliance with the policies, procedures and requirements of this Policy or non-compliance with relevant laws and regulations in relation to anti-bribery and corruption in any jurisdiction, shall be subject to the actions (including but not limited to, warning/show cause letter, suspension, penalty/damages, demotion, dismissal or termination of contracts) as determined appropriate, judging from the seriousness of the offence or non-compliance.

In addition, the Group may:

- (a) Terminate and withdraw from the transaction or contract concerned if the non-compliance or offences not satisfactorily resolved;
- (b) Repay or reclaim any improper benefit obtained or paid;
- (c) Take legal action in the event that the Group's interests have been harmed by the results of non-compliance by individuals and/or organisations; and
- (d) If bribery and corruption has occurred, take action to avoid or deal with any possible consequent legal offences and be co-operative with the investigation carried out by relevant authorities on the non-compliance or offence.

## **10. PROTECTION**

Employees who raise concerns or report in good faith of their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future will be protected from detrimental treatment/retaliation. (i.e. dismissal, disciplinary action, threats or other unfavorable treatment)

The stakeholder should report the incidents directly via the Whistleblower Policy whereby the confidentiality of the whistleblower will be preserved and such informer will be protected from reprisal, including any form of harassment and victimisation, as a consequence of his genuine disclosure which shall also comply with relevant laws and regulations. Please refer to Whistleblower Policy as published in the Group's corporate website.

## **11. GOVERNANCE**

The Board is primarily responsible for the ABC Policy on group wide basis and they shall ensure

the adequacy and effectiveness of the Group's ABC Policy and Procedures including promoting appropriate anti-bribery and corruption culture within the Group, ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Audit and Risk Management Committee ("ARMC") is delegated with the oversight roles and responsibilities by the Board in relation to the ABC Policy. This would involve to review, assess and oversee the Group's ABC Policy and Procedures to ensure its adequacy and effectiveness and in line with the ABC commitment and risk appetite of the Board.

The Senior Management of the Group is also delegated with the roles and responsibilities by the ARMC in relation to the ABC Policy, with the assistance from the Compliance Administrator and Head of Departments.

The Compliance Administrator has primary and day-to-day responsibility for implementing this policy and monitoring its use and effectiveness. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it. This training shall also be given to Intermediaries.

## **12. RISK ASSESSMENT**

The risk assessment process shall be performed by the Group to determine adequacy of existing and proposed control activities to mitigate existing and potential bribery and corruption risks.

The risk assessment shall be performed when deemed necessary in the following circumstances:

- (a) Major change in internal or external business environment;
- (b) Merger and acquisition as well as joint venture; or
- (c) Major change in business arrangements and business activities.

In any event, the bribery risk assessment by the Group shall be performed at least yearly and comprehensive risk assessment on bribery shall be performed every three years per Guidelines On Adequate Procedures Pursuant to Subsection (5) of Section 17A (5) under the Malaysian Anti-Corruption Commission Act 2009.

## **13. MONITORING AND REVIEW**

The Group will establish and put in place appropriate performance measures and reporting systems to monitor performance against metrics and compliance with the relevant policies, procedures and controls.

The Compliance Administrator will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any

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improvements identified will be propose to the Board of Director to incorporate into this policy.

Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective, The Compliance Administrator will report to the Board of Director at least annually on the application of this policy.

The ABC Policy will be reviewed from time-to-time, and at least once every three years to ensure that it continues to remain relevant, appropriate and effective in the enforcement of the principles herein and to ensure continued compliance with the prevailing law.

THIS POLICY WAS ADOPTED BY THE BOARD ON 22nd February 2023

**APPENDIX 1 "RED FLAGS"**

The following is a list of possible red flags that may arise during the course of your work with the Group and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for with the Group, you must report them promptly to your director, Head of Department and HR & Admin Department.

- (a) you become aware that a Third Party engages in, or has been accused of engaging in, improper business practices;
- (b) if the Third Party refuses to divulge adequate information during due diligence procedure;
- (c) you learn that a Third Party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a 'special relationship' with foreign Public Officials;
- (d) a Third Party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (e) a Third Party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for the payment made;
- (f) a Third Party requests that payment is made to a country or geographic location different from where the Third Party resides or conducts business;
- (g) a Third Party requests an unexpected additional fee or commission to 'facilitate' a service;
- (h) a Third Party demands lavish Gifts, Invitations or Hospitality before commencing or continuing contractual negotiations or provision of services;
- (i) a Third Party requests that a payment is made to 'overlook' potential legal violations;
- (j) a Third Party requests that you provide employment or some other advantage to a friend or relative;
- (k) a Third Party requests that you make a political contribution or donation to the party or charity of their choice before agreeing to undertake a business relationship with the Company
- (l) you receive an invoice from a Third Party that appears to be non-standard or customized;
- (m) a Third Party refuses to put terms agreed in writing;
- (n) you notice that we have been invoiced for a commission or fee payment that appears substantial given the service stated to have been provided;
- (o) a Third Party requests or requires the use of an Agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (p) you are offered an unusually generous gift or offered lavish hospitality by a Third Party.

**APPENDIX II** “SOP”

The following is a list of additional Standard Operating Procedure that serve as a guidelines when dealing with Gifts, Invitation and Hospitality, Donation and Sponsorship. The list is not intended to be exhaustive and its main purpose is to standardise the procedure for all employees in relation to ABC Policy.

- (a) Certain types of invitations, entertainment and corporate hospitality activities which are never permissible if involves the following:
  - i. Direct/indirect suggestion, hint, understanding or implication that in return for the entertainment provided some expected or desirable outcome is required;
  - ii. Any entertainment and corporate hospitality activities that would be illegal or in breach of local or foreign bribery and corruption laws;
  - iii. Any entertainment and corporate hospitality activities that involve Public Official shall be subject to approval by Managing Director;
  - iv. Any other entertainment and corporate hospitality activities (not involving Public Official) that would be perceived as extravagant lavish, and excessive or may adversely affect the reputation of the Group;
  - v. Any entertainment and corporate hospitality activity which involves conflict of interest situation; or
  - vi. Any entertainment and corporate hospitality activity that is sexually oriented or may otherwise tarnish that reputation of the Group.
  
- (b) All Invitations, Entertainment and Hospitality received or provision shall be reported to the HR & Admin Department and Compliance Administrator via electronic mail (“email”) with the required information subject to de-minis rule (i.e.RM10). The requirement of the approval from Compliance Administrator is needed when the nominal value of RM 250 has exceeded and the approval of the Board is mandatory when the amount is greater than RM500.
  
- (c) Criteria for permissible donation and sponsorship include the following:
  - i. Sponsorships and Donations that are permissible under local law, made in good faith, customary and reasonable under the circumstances, and that do not improperly benefit an individual person or Government Official, directly or indirectly; or
  - ii. Sponsorships and Donations that do not create the appearance of bribery or any other unethical conduct. Donations must only be given for charitable purposes, to benefit a social cause, to serve the public interest, or for the common good. They cannot be used to obtain or retain business, or in any other form that could constitute or give the impression of bribery.
  
- (d) Certain types of Sponsorships and Donations are prohibited in all circumstances:
  - i. Sponsorships or Donations made in physical cash or currency;
  - ii. Sponsorships or Donations made in gift cards;
  - iii. Sponsorships or Donations to religious organisations that only serve the interests of their members;
  - iv. Donations to an individual person, especially anyone related to a Government Official or Government and Politically Affiliated Entity, other than emergency

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- Donations to victims and first responders;
- v. Sponsorships or Donations to Government and Politically Affiliated Entities that could be perceived as an effort to obtain or retain business or create the impression of bribery;
  - vi. Sponsorships or Donations to organizations that have engaged in corruption or other unethical conduct;
  - vii. Political Contributions of any kind;
  - viii. Sponsorships or Donations involving organisations or individuals that practice discrimination by race, creed, color, sex, national origin, sexual orientation, or any other personal attributes;
  - ix. Sponsorships or Donations to organisations whose goals are incompatible with the Group's corporate principles or which may cause damage to the Group or its reputation;
  - x. Sponsorships or Donations prohibited by law or regulation; or
  - xi. Sponsorships or Donations agreement with an organisation to gain favorable terms from that organisation or its affiliates or connected parties in any business agreement.
- (e) All Sponsorships or Donations must be approved first by the Compliance Administrator. Any value of Sponsorships or Donations exceeds RM 10,000 must obtain prior approval from the Managing Director.
- (f) The Compliance Administrator is required to conduct risk-based due diligence on all recipient organisations and the approval must be made with supporting documents. This shall include the following:
- i. Check for red flags such as past integrity issues, a pre-existing or potential business relationship with the company or an affiliation with a public official, assess the legitimacy, capability and financial viability of the recipient organization;
  - ii. Review of annual reports and financial statements; and
  - iii. For higher risk transactions, checks on the recipient's anti-bribery programme, proposed community investment schemes which are transparent and open to public consultation.
- (g) The financial controls, non-financial controls and due diligence process are implemented in order to manage and prevent bribery and corruption risks identified by the Group as follows:
- i. Financial Controls  

The Group shall implement relevant financial controls that manage bribery and corruption risks.
  - ii. Non-Financial Controls  

The Group shall implement relevant non-financial controls that manage bribery and corruption risks with respect to such areas as procurement, operational, sales, commercial, human resources, legal and regulatory activities.
  - iii. Due Diligence  

Due diligence will be conducted on Officers, Employees and Third Party before entering into any official relationship with the Group.