

Anti-Corruption, Anti-Bribery and Anti-Money Laundering Policy

Introduction:

This policy is a fundamental internal document of Calibre Chemicals Private Limited, its group companies, associate companies, affiliates, subsidiaries (“**Calibre**” or the “**Company**”) in determining the key principles and requirements aimed at preventing corruption and ensuring compliance with the applicable anti-corruption laws by the Company. This policy sets out the core ethical and professional standards that the Company expects from all its Constituents (as defined hereinafter). This policy outlines the requirements that every single person retained by or working for and with the Company must comply with.

Scope & Applicability:

This anti-corruption, anti-bribery and anti-money laundering policy (“**Anti-Corruption Policy**” / “**Policy**”) applies to all employees, former employees, and all consultants, staff, , business partners, interns, trainees, apprentices, contract employees/ labour whether employed or engaged by the Company on a temporary/part time/ad hoc basis either directly or through a third party vendor, with or without remuneration, on a voluntary or other basis (“**Constituents**”) and relevant stakeholders working with Calibre (“**Third Party Intermediaries**” or “**Business Partners**”).

- The Company expects all Constituents and Business Partners to abide by this Policy in carrying out their duties and functions to preserve trust and to ensure the Company’s sustainable growth and development.
- The Anti-Corruption Policy of the Company has been developed in accordance with the Company’s Code of Ethics and policies adopted by the Company and in conformance with the legal and statutory framework of anti-corruption laws prevalent in India.
- The Policy reflects the commitment of the Company and its management to high ethical standards in doing open and fair business for improving the corporate culture, following best practices of governance and supporting the Company’s reputation at the appropriate level.

Objective:

This Policy aims to describe the steps needed to reduce bribery, money laundering and corruption risks to the Company by setting out clear guidelines. It also aims to encourage Constituents to:

- be vigilant and to act diligently in good faith
- monitor and investigate instances of alleged corruption
- take Company and vigorous action against any Constituent who is involved in corruption
- minimize the risk of involvement for all Constituents in corruption related activities
- form a common understanding for all clients that the Company has measures in place to prevent corruption in any form summarize and explain the key requirements of Indian anti-corruption regulations and

- sets responsibility for Constituents of the Company to know and comply with the principles and requirements of this Policy, the key rules of the applicable anti-corruption laws, as well as ensuring adequate procedures are in place to prevent corruption.

The Company openly expresses its opposition to corruption and both welcomes and encourages compliance with the principles and requirements of this Policy by all Constituents and other relevant persons.

Applicable Anti-Corruption Laws and Key Provisions:

The applicable Anti-Corruption Laws under the Indian Statutory Framework are as follows:

- Indian Penal Code, 1860
- Prevention of Corruption Act, 1988
- Prevention of Money Laundering Act, 2002
- Right to Information Act, 2005
- Central Vigilance Commission Act
- Lok pal & Lokayukta Acts of States and
- Any other Act/statutes as may be notified by the Government of India from time to time.

All Constituents should also abide by the provisions of foreign bribery laws, wherever necessary, to the extent applicable.

In India, "corrupt practices" are defined as follows:

- giving or receiving bribes
- intermediation in giving or receiving bribes
- malpractice, misuse of official authority
- commercial bribery
- facilitation payments
- illegal use of the official position by a person to receive benefits in the form of money, property or other assets or services and
- any rights to himself or to other persons or illegal provision of benefits or rights by other persons.

In view of the above, all Constituents are strictly prohibited, whether directly or indirectly, personally or through the mediation of third parties, to be involved in corrupt activities, offer, give, promise, request and receive payments or make payments to simplify administrative, bureaucratic and other formalities in any form including cash, valuables, services or other benefits to any person or from any persons or organizations, including governments and local authorities, government officials, private companies and its representatives.

Further, money laundering shall constitute any direct or indirect attempt by any person to indulge or knowingly assist or knowingly be a party or is actually involved in one or more of the following processes or activities connected with proceeds of crime, namely (a) concealment; or (b) possession; or (c) acquisition; or (d) use; or (e) projecting as untainted property; or (f) claiming as untainted property and (g) proceeds from an illegal activity in any manner whatsoever. Further, the process or activity

connected with proceeds of crime is a continuing activity and continues till such time a person directly or indirectly is enjoying the proceeds of crime by its concealment or possession or acquisition or use or projecting it as untainted property or claiming it as untainted property in any manner whatsoever.

Restricted Practices:

An illustrative list of acts/practices, which are restricted/prohibited under the Policy framework, is given below:

- (a) Dishonest misappropriation of property/money
- (b) Criminal breach of trust
- (c) Cheating
- (d) Receiving or giving bribe
- (e) Acceptance/giving of Gifts over and above the extent and the manner allowed, which is described hereunder:
 - Gifts and representative expenses including hospitality business expenses which the Constituent may provide on behalf of the Company to individuals or organizations, or which Constituents may receive in connection with their work in the Company from other persons and organizations, must meet a set of five criteria mentioned below:
 - to be directly related to the legitimate activity of the Company, for example, a presentation or completion of deal(s), or the successful execution of transactions, or either with common holidays such as the Holi, Diwali, Christmas, New Year, International Women's Day, anniversaries, birthdays. Prior to giving a gift to a client(s), all Constituents should familiarize themselves with any relevant client policies that may relate to the giving of gifts.
 - to be reasonable, proportionate and not be a luxury
 - not to be a hidden fee for the service, act, omission, conniving, protection, provision of rights, making of certain decision(s) on a transaction, agreement etc. or attempt to influence the recipient to indulge in any illegal or unethical activity
 - not to create a reputational risk for the Company, Constituents, in case of disclosure of information on gifts or Constituents expenses
 - not to be in conflict with the principles and requirements of this Policy, the Company's Code of Ethics, other internal documents of the Company and the rules of applicable laws.
 - Gifts on behalf of the Company, its Constituents to third parties in the form of cash or non-cash in any currency in violation of the Company's Gift Policy, is not allowed
 - Charity in order to obtain commercial advantages
 - Participation/Contribution in/to Political Activities
 - Payment of any costs for government officers and their relatives (or in their interests) in order to obtain commercial advantages
 - To use clients, agents, intermediaries, or other persons for any actions that are contrary to the principles and requirements of this Policy or the rules of the applicable anti-corruption laws and
 - Any other unethical act or omission.

A “Gift” means anything of value, including - but not limited to - meals, lodging, loans, cash, products, services, equipment, prizes, favourable terms or discounts on any product or service, transportation, use of vehicles, vacation or other facilities, stocks or other securities, home improvements, tickets, gift certificates, gift cards, discount cards, memberships and employment or consulting relationships. These are just examples; the potential list is endless.

Implementation and Compliance:

It is the sole responsibility of Constituents to abide by this Policy and to restrict their actions/conduct within the set framework of this Policy. Compliance with the principles and requirements of this Policy by Constituents would be taken into account during the course of performance appraisals and sanction of promotions.

Due diligence: Under bribery and corruption laws, Calibre Group could be liable for the actions of the Business Representatives we engage. Therefore, a due diligence protocol that includes bribery considerations should be in place when engaging Business Representatives who will perform services for or on our behalf of Calibre Group. Kindly refer to **Appendix 1** for Due Diligence checklist.

Business Representatives are not permitted to indulge in corruption or pay bribes on behalf of Calibre Group. It is never appropriate for a Business Representative to carry out an act on Calibre Group’s behalf that would be a breach of this Policy, if such an act was done by Calibre Group directly. Authorizing, encouraging or knowingly allowing (which includes having a reasonable suspicion of their intention) any Business Representative / third party to pay or receive bribe or engage in other sanctionable practice on Calibre Group’s behalf would tantamount to a serious violation of this Policy and applicable anti-corruption and sanction laws. The Company should avoid doing business with Business Representatives who do not have a zero-tolerance approach to bribery.

Appointment of Business Representatives:

1. An evaluation of the Business Representative must be performed prior to any appointment. The general principle is to perform background checks, research and interviews to ensure that the Business Representative will behave in a manner consistent with this Policy and whether any Business Representative or her/his/ their immediate relative as may be applicable, holds any position in administration, government office or with relevant regulatory authorities. The research shall also include any potential conflicts of interest and any prior or current administrative, civil or governmental proceedings against such Business Representative.
2. All Calibre Group employees who are involved in any aspect of the relationship with a Business Representative shall make disclosure of such relationship to the Company before appointment of such Business Representative.
3. Until the due diligence review and risk assessment is complete and final internal approvals are received for on boarding of the Business Representative, the Business Representative would be instructed not to undertake any work on behalf of Calibre Group.
4. Terms of Contract:
 - i. All Business Representatives appointed must be appointed pursuant to a written contract on the terms and conditions in the best interest of the Company.
 - ii. All contracts engaging Business Representatives must have anti-bribery provisions specified in

Appendix 2. Kindly refer to **Appendix 2** for Indicative Terms of Contract which each contract should have. In addition, every Business Representative should acknowledge and undertake to adhere to anti-bribery policies and statutes while conducting business with and on behalf of Calibre Group. Kindly refer to **Appendix 3** for the format of the affirmation/undertaking which shall form part of the purchase order/contract/terms of appointment of the Business Representative.

- Compensation / fee paid to a Business Representative must be appropriate, reasonable and justifiable in return for legitimate services according to the written agreement.
 - All invoices should be approved by user department as per the approval matrix and payments must be processed accordingly.
- iii. The invoice should distinguish between professional fees and reimbursement expenses, have adequate descriptions, and shall be supported by necessary documentation as proof of performance of service/engagement.
- iv. All payments must be made directly to the Business Representative i.e., the legal entity of the intermediary, (that is, not to a third-party nominee or any other entity), by a cheque or demand draft or bank transfer. Calibre Group prohibits payments to Business Representatives in cash or cash equivalent, except for petty expenses if the same is in accordance with the limits and terms prescribed under this Policy.
- v. Request for reimbursement for expenses must be accompanied by adequate supporting documents such as receipts for payments in government treasury and other reimbursable expenses such as travel tickets, accommodation, meals etc.
- vi. Compensation will only be paid following receipt of a valid invoice and to its registered place of business/ company within its country of residence. No requests made for over invoicing, or that all or a portion of the commission be paid in a third-party country, to a third-party, in cash or otherwise untraceable funds, or by other irregular methods will be accepted.

Hiring & Recruitment:

Hiring and recruitment functions need to be designed to find, attract, and employ the right people to create a workforce that is able to meet the Company's business goals now and in the future. Hiring of candidates must be strictly based on merit and must meet business requirements.

Standards of Conduct:

- i. The candidate should not be hired based merely on the recommendations or influence, and without ascertaining suitability for the position, of any other Constituents, employee, business partner or for pleasing any government official.
- ii. Hiring any former government official and / or their immediate family member, requires the approval of the Compliance Officer and the Managing Director / CEO of the relevant entity, with a clear business justification and the position should not have been created as a special position to influence or gain business / advantage.
- iii. Once approval is granted, due diligence and background checks must be conducted inter alia for corrupt practices prior to making an offer of employment.

HIGH-RISK TRANSACTIONS

Any transaction that is perceived to have high exposure to bribery and corruption are termed as high-risk transactions. Some of such transactions include:

- Exposure to a particular sector is more vulnerable to bribery and corruption, instances like real estate, government supplies, telecommunications, defence & arms, oil & gas.
- Transactions that require interaction with government officials for permits, licenses etc.
- Business that requires high level of involvement of Business Representatives, third party intermediaries, consultants, service providers etc.
- Business in countries which are high in corruption index
- Political donations/sponsorships
- High value transactions
- Petty cash transactions

Risk assessment of a transaction should be done on the basis of its exposure to potential bribery and corruption activities. Adequate measures proportionate to the risk perceived should be in place to prevent and detect any unethical acts of bribery and corruption in such areas. Do reach out to the Compliance Officer in case of any doubt.

Advances to Constituents:

Business activities at times require to provide certain payments prior to its normal schedule in form of advance payments. It is essential that the advances extended to Constituents are used legitimately and judiciously and in compliance with applicable Anti Bribery and Corruption laws and are recorded adequately in the books of accounts.

Standards of Conduct:

- (i) The Constituent seeking the advance should have business justification for requesting for advance.
- (ii) No advance payments should be made with the intent to influence the possible outcome of any transaction which is corrupt and not for legitimate business intent. Advance payments should not be used for making any corrupt or irregular payment by or to any Constituent.
- (iii) All such advances shall be provided only through online payments / cheque / fund transfer etc and the Company will generally not allow any cash transactions (payments) for making advance payments to Constituents. However, subject to laws applicable to the relevant entity and approval of Head of Department, small petty cash payments can be made where circumstances preclude regular payment and reimbursement processes and only when it is not possible to pay in any way other than cash. Constituents are required to submit expense supporting's at the time of settlement of all advances.
- (iv) The expense incurred should have adequate documentation to support the advance. Every payment must be evidenced by an invoice and never against a vendors/third party statement or final demand. Such original invoice shall be retained by the Company and filed in the records.
- (v) All the invoices should be approved by the Head of the Department or as per approval authority matrix and subsequently verified by accounts team with purchase orders or agreements signed with the vendors, third parties, service providers, as the case maybe.
- (vi) The transactions should be supported with approvals and details of the expense incurred. Proof of receipt of goods/services like stamping or entry in goods received register etc should be available,

and if possible, it should be physically verifiable.

- (vii) All transactions should be adequately recorded in the books and records of the Company with proper classification of the account heads. False, misleading, or artificial entries should never be made in the books and records for any reason.

For the purposes of this Policy, “**Compliance Officer**” will be Mr. Dhanesh Bhagia, Chief Technology Officer of the Company or such other person as may be appointed in his/her/their place, from time to time, as Compliance Officer, and shall be assisted in the application and monitoring of this Policy by other Constituents of the compliance team of the Company. The board of directors of the Company (“**Board**”) shall nominate any other person in the Company to act as the Compliance Officer for the purpose of this Policy during the absence of the Compliance Officer.

The Compliance Officer shall be vested with senior responsibility for monitoring and implementation of this Policy, including the development and implementation of effective safeguards, practices and procedures to conform with this Policy. Such measures will include:

- The designation of compliance personnel from the Constituents with relevant knowledge and authority, independent of business functions, responsibility and monitoring of day-to-day matters.
- The development of anti-corruption and sanctions diligence procedures, where such procedures are “gate-checking” requirements for potential transactions and include restricted party screening, anti-corruption checklists, and mechanisms for heightened compliance review for clients of the Company and Third-Party Intermediaries.
- The establishment of processes to obtain third-party compliance representations, warranties, and certifications in transactions including from Third Party Intermediaries.
- The creation and maintenance of written policies and procedures which memorialize at a minimum: corporate commitment to compliance; current organizational positions and responsibilities related to compliance; requirements for training; internal audit and risk assessment procedures to regularly monitor the compliance with applicable laws by all personnel employed by, or acting on behalf of, the Company; policies regarding disciplinary action; methodology for documenting the due diligence, compliance determinations, internal reporting, and company actions regarding anti-corruption and sanctions concerns consistent with record-keeping requirements under applicable law; and the development of other procedures necessary to ensure that this Policy is fully implemented and effective in assuring compliance with applicable anti-corruption and sanctions laws at all times.
- The ongoing provision of training and guidance to Constituents and Third-Party Intermediaries as necessary to ensure that they have an appropriate understanding and awareness of restrictions on sanctionable practice and related compliance mandates.

This Policy is to be made available to all employees on the date of implementation and to all new employees of the Company at the time of joining. New hires should certify their understanding of Calibre’s Anti-Bribery and Anti-Corruption Policy, all employees are required to provide annual affirmations to the Policy (Refer **Appendix 4**).

The Compliance Officer is responsible for identifying and coordinating the training of employees, including employees working in high-risk functions or areas, such as persons working in certain staff functions, including legal and finance; employees with procurement, contracting and marketing responsibilities; employees who regularly interact with Government officials, such as those responsible

for obtaining licenses and permits including facility management and liasioning; and employees working in geographic areas deemed to have a high risk of corruption.

The following communication schedule should be adhered for internal communication:

| Sr. No. | Communication | Frequency |
|---------|---|-----------|
| 1. | Board / Compliance Officer communicates with employees to remind them of their responsibilities to act ethically, including reminder of the whistle-blower mechanism. | Annually |
| 2. | Employees and Directors review and certify Anti-Bribery and Corruption compliance, and, if not in compliance, appropriate remedial action is taken. | Annually |
| 3. | Refresh anti-bribery training for individuals including post-training attestations of understanding. | Annually |

Other designated management officials of the Company are required to take actions necessary to distribute this Policy and inform Constituents who report to them regarding sanction able practice and their related compliance obligations.

It is the responsibility of each Constituent, to at all times, abide by all applicable laws and regulations. Lack of knowledge about applicable rules and regulations is never an excuse and each Constituent must keep themselves updated with and act according to:

- the requirements in this Policy
- all relevant local rules and legislation of the place where Constituent conducts business; and
- other business practices that may be applicable, such as trade associations’ ethical codes and international conventions

All Constituents must comply with the overriding local law position and ensure that it is not violated including the POCA as may be amended from time to time.

Penalties for Non-Compliance:

Violation of this Policy and/or violation of anti-corruption and sanctions laws can result in administrative, civil and criminal investigations and prosecution that could lead to the imposition of severe penalties (including imprisonment and fines) on the Company and any person involved in related activities. Violation of relevant sanctions laws could also result in severe and damaging implications on the Company’s ability to engage in international commerce, access to international capital markets, foreign commercial and qualification for government contracts. In addition, violation of anti-corruption or sanctions laws could significantly damage the Company’s public image, reputation, business relationships and market position.

Such actions can also impact Constituent as many of the laws include criminal sanctions which means imprisonment and fines are a real possibility, not only for the senior management team of the Company but also for the Constituent involved in or with knowledge of the corruption, no matter what level they

are at.

The Constituent must consequently always exercise good judgment and never put themselves or others into a position of being under undue influence or even the suspicion thereof.

All Constituents are individually expected and responsible to do their part to ensure that the Company complies with these laws at all times and to safeguard the Company against related risks. Failure to comply with applicable anti-corruption and sanctions laws or the specific requirements of this Policy constitutes potential grounds for disciplinary action by the Company up to and including possible suspension or termination of employment / engagement.

The Compliance Officer shall also recommend if the violation is potentially criminal in nature and should be notified to the authorities. In the event of criminal or regulatory proceedings, the Constituents shall cooperate with relevant authorities. Depending on the nature and scale of default by the defaulting Constituents, the Compliance Officer may also recommend to the Board to commence civil and/or criminal proceedings against such Constituents in order to enforce remedies available to the Company under applicable laws.

Performance and Reporting:

The Company expects its Constituents to follow all reasonable rules and instructions given by those supervising or managing their activities and/or work areas.

Waivers:

Any waiver of any provision of this Policy for a Constituent must be placed for approval before the CEO of the Company.

Conduct Policy Indicative:

This Policy is indicative and not exhaustive and cannot foresee every situation that may arise. It lays down guiding principles to help Constituent(s) make decisions consistent with the Company's values and reputation. The Company may request any Constituent to refrain from any particular practice/ behaviour, which in the reasonable opinion of the Company is inconsistent with the general intent and spirit of this Policy. Each Constituent will be bound by such requests and it shall be their responsibility to ensure that the conduct norms laid down in this Policy are fully complied with, both in letter and spirit.

Record-Keeping:

The Company shall keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties, clients and Business Partners.

The Company shall ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties/ Business Partners are maintained.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, service providers and Business Partners shall be prepared and maintained with strict accuracy and completeness. No accounts shall be kept "off-book" to facilitate or conceal improper payments.

All gifts / donation received or given shall be informed to Compliance Officer within maximum 10 days from the date of receipt/when its being given.

A register for gifts/ donation shall be maintained and signed by the Compliance officer.

Non-Adherence:

Reporting: Any instance of non-adherence to this Policy / any other observed unethical behaviour on the part of those covered under this Policy should be brought to the attention of the immediate reporting authority, who shall in-turn report the same to the Compliance Officer and Manager, Human Resource Department (“**HR Department**”).

A complaint must be detailed in description and must provide the basis of making the assertion therein. Where possible, it should describe:

- Nature of the suspected violation;
- Identities of persons involved in the suspected violation, including abettors;
- Description of documents that relate to the suspected violation;
- Time frame during which the suspected violation occurred;
- Evidence supporting the violations;
- Details of witness(es);
- Any other information that substantiates the compliant.

A complaint may be made anonymously by providing all necessary details as set out above. However, if the anonymous complaints are not supported by relevant evidence and/or information, the Company may not be able to conduct investigation in the matter.

It is the duty of Compliance Officer to take all reasonable steps to protect the identity of the person(s), who has/have reported the violations. It is also the responsibility of the Compliance Officer to take all reasonable steps to safeguard such information, which comes across during the reporting/investigation process, to use such information only for the reasons it was supplied and not to share it with third parties, unless in compliance with applicable laws and regulations. The complainant shall not face retribution or retaliation for any complaints made in good faith of actual or suspected violation of this Policy, the

Company's code of conduct, laws, regulations or any other policy of the Company. However, any one deliberately making frivolous complaint or provides false information shall be subject to strict disciplinary action up to and including dismissal.

Prompt and appropriate corrective action will be taken when and as warranted in the judgment of the Compliance Officer. The Compliance Officer shall maintain a detailed tracker all the complaints received on different modes of communication.

Reporting against the Compliance Officer:

In case of allegations of corruption are against the Compliance Officer, the violation(s) should be reported to the Board and they shall take the appropriate action (s) as may be considered necessary.

Disciplinary procedure:

Informal guidance: When issues arise, the Company believes it is normally in the best interests of all involved if informal guidance as to the expected standards in conduct or performance is given by head of HR Department of the Company. In some cases, and where the achievement of the expected conduct has failed to come about by informal guidance, formal procedures may be used.

Formal disciplinary proceedings:

Where sufficient improvement is not achieved after informal guidance or the conduct is not rectifiable, the Company, through the HR Department shall initiate a disciplinary proceeding in accordance with the process set out under the Code of Ethics.

Amenability:

The Company will review this Policy from time to time and amend, supplement or replace the same as the Company deems fit.



Ravikant Annavarapu
Chief Executive Officer

Appendix 1 - Due Diligence Checklist

| Particulars | Details |
|---|---|
| Name / legal business name | |
| Contact information Address | Address Website Email id Telephone |
| Nature of business / services provided | |
| Years in Business / experience | |
| Principal Clients / Customers | |
| Number of employees | |
| Principal officers, directors, employees and shareholders | |
| Do you have any Interaction with Government officials / agencies (Yes/No). If yes, provide details | |
| Are any owners, shareholders, or other key personnel (or any affiliated entity) government officials or have connections (family, business, or otherwise) with government officials | |
| Self-Declaration of potential conflict of interest, political affiliation and disclosure of any immediate family members working with Calibre | |
| Known history of bribes / kickbacks, or any allegations thereof | |
| Mention details of: Disciplinary proceedings by any professional body bribery related civil or criminal proceedings | |

Enclosures: copy of (i) Certificate of Incorporation, (ii) PAN Card



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Appendix 2 - Indicative terms of the contracts with Business Representatives

- Clearly describe the work or services to be performed by the Business Representative and exceptions, if any.
- Acknowledgement from the Business Representative that it has appropriate anti-bribery policies and procedures in place and all employees and representatives of the Business Representative have undertaken to abide by the same (indicative language set out below - “The Business Representative hereby acknowledges and declares that the Business Representative has framed, adopted and implemented appropriate anti-bribery and anticorruption policies in the [company/firm] (ABC Policies’) and the employees, consultants, representatives, agents and vendors of the Business Representative have provided a declaration to the Business Representative that they have read and understood the ABC Policies and shall abide by the same while rendering the services ,to Calibre, on behalf of the Business Representative (‘Declaration’), Further, the Business Representative hereby declares that the Business Representative undertakes training programs for the employees, consultants, representatives, agents and vendors of the Business Representative on a regular basis and obtains the Declaration.”
- Written undertaking from Business Representatives to comply with anti-bribery policies and legislations (as per Appendix 3).
 - Require that all payments will be made directly to the Business Representative i.e. the legal entity of the intermediary, (that is, not to a third party nominee or any other entity), by a cheque or demand draft or bank transfer. No cash transfers will be permitted.
 - Business Representative to provide indemnity for damages arising from breach of the agreement by the Business Representative (Indicative language set out below - “The Business Representative hereby unequivocally, irrevocably and unconditionally undertakes to defend, hold harmless, protect and indemnify and keep indemnified Calibre, its group companies, their management, directors, employees, consultants, representatives and agents against all claims, liabilities, demands, losses, damages, actions, legal proceedings including any cost and expenses (legal costs and attorney fees) incurred or suffered whether directly or indirectly, by Calibre, its group companies, their management, directors, employees, consultants, representatives and agents due to breach of representations, warranties, covenants, undertakings and obligations of the Business Representative.”
- Business Representative should maintain accurate and transparent records.
- Calibre’s right to demand information related to possible bribery by Business Representative. Business Representative will cooperate with all investigations (internal or external) (Indicative language set out below –

“The Business Representative hereby undertakes to provide all information, documents and assistance including making itself and all relevant person available for meetings and/or appearances before any regulatory authority, as may be required by Calibre at all times in respect to the services rendered by the Business Representative.”
- Representations with respect to the Business Representative having legal capacity required authority to enter into a business relationship with Calibre (Indicative language set out below –

“The Business Representative hereby represents that the Business Representative has the legal capacity and required corporate powers and authority to enter into this Agreement with Calibre.”

- Representation with respect to there being no legal proceeding and/or contractual obligation which shall have any adverse impact on the obligations undertaken by the Business Representative (Indicative language set out below - “The Business Representative hereby represents that there are no legal proceedings, complaints, inquiry, circumstances and/or any contractual obligations which shall in any manner impact its obligations under this Agreement with Calibre.”
- Disclosures on change of ownership, management, shareholding and business of the Business Representative.
- Immediate termination with penalty, if the Business Representative breaches the Anti-Corruption provisions and is found paying/facilitation payments / bribes (Indicative language set out below - “In the event the Business Representative is found to be in breach of anti-corruption and antibribery conditions set out under the Agreement and/or the applicable laws or there is an anticipated breach in regard to the aforesaid, Calibre shall have the right to forthwith terminate the Agreement. On termination of the Agreement due to aforesaid breach/anticipated breach, the Business Representative shall be liable to pay penalty as set out under the Agreement and as may be applicable under the applicable laws in addition to other termination obligations set out under the Agreement.”
- To add the following Anti-Bribery provisions (Indicative language set out below - “The Business Representative acknowledges and agrees that the Business Representative is aware of the [Prevention of Corruption Act, 1960 (Cap. 241) (Singapore) / the Prevention of Corruption Act. 2002 (Mauritius), Prevention of Corruption Act, 1988 (India), ((POCA"), the Foreign Corrupt Practices Act (U.S.A.), the Bribery Act (U.K) and the Corruption of Foreign Public Officials Act (Canada), which have extra-territorial applicability, could also be applicable to Calibre] and other applicable laws under various jurisdictions applicable to Calibre and have not acted and will not act in a manner that would be in violation of any applicable anti-bribery and anti-corruption laws, nor will the Business Representative’ acts shall cause the Company, its subsidiaries, its affiliates, associate companies or their successors, assignees or assigns to violate any applicable anti-bribery and anti-corruption laws. Further, the Business Representative has not and will not directly or indirectly make any payment(s) or give anything of value to: (a) any government employee or official, (b) anyone who exercises a public function for or on behalf of a country or territory or for any public agency or public enterprise, (c) anyone working in an official capacity for a government, government entity (including employees of government owned or controlled corporations) or public international organization, (d) any political party, official of a political party or candidate, (e) an intermediary for payment to any of the foregoing, or (f) to any other person - or receive anything of value from any person – in general, or any activity related thereto or therewith, for the purpose of influencing any decision and/or action of any such person in violation of t any applicable anti-corruption laws.”

“The Business Representative shall make no payments or transfers of value that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.”



Appendix 3 - Undertaking by Business Representatives to be captured in the contract

[Name of third party/ Business Representative] hereby represents, confirms and undertakes that:

1. We are competent to and have the authority to make this representation / undertaking.
2. We have read, understood and am aware of Calibre's Anti-Bribery and Anti- Corruption Policy.
3. [Name of third party / Business Representative] and its directors, officials, employees etc.:
 - i. Will not offer, authorise, promise or make any payment or give anything of value directly or indirectly or through a third party, to any or for the benefit of any government official or to any other person / entity / commercial party, in order to influence or reward an action or decision or to gain an improper advantage in connection with our work with Calibre;
 - ii. will not falsify or inflate any invoice or expense submitted to Calibre for any purpose;
 - iii. will comply with all relevant anti-bribery laws in connection to our work with Calibre; and
 - iv. will report any potential violations to Calibre's Compliance Officer.
4. We confirm that we at [Name of third party / Business Representative] are aware that any breach of the Calibre's Anti-Bribery and Anti-Corruption Policy and / or anti-bribery laws could lead to penalty, suspension of contract, termination of contract and other legal consequences including reporting of any potential violations, as may be applicable/decided by the Calibre.
5. We acknowledge and agree that we are aware of [the Prevention of Corruption Act, 1960 (Cap. 241) (Singapore) / the Prevention of Corruption Act, 2002 (Mauritius), the Prevention of Corruption Act, 1988 (India) ("POCA"), the Foreign Corrupt Practices Act (U.S.A.), the Bribery Act (U.K.) and the Corruption of Foreign Public Officials Act (Canada), which have extra-territorial applicability, could also be applicable to Calibre,]* and other applicable laws under various jurisdictions applicable to Calibre and have taken no action and will take no action which would be in violation of any applicable anti-bribery and anti-corruption laws, nor will we cause Calibre, its subsidiaries, its affiliates, associate companies or their successors, assignees or assigns to be in violation of any applicable anti-bribery and anti-corruption laws. Further, the we have not and will not directly or indirectly make any payment(s) or give anything of value to: (a) any government employee or official, (b) anyone who exercises a public function for or on behalf of a country or territory or for any public agency or public enterprise, (c) anyone working in an official capacity for a government, government entity (including employees of government owned or controlled corporations) or public international organization, (d) any political party, official of a political party or candidate, (e) an intermediary for payment to any of the foregoing, or (f) to any other person - or receive anything of value from any person - in general, or any activity related thereto or therewith, for the purpose of influencing any decision and/or action of any such person in violation of the laws of the India or any other applicable anti-corruption laws.
6. We shall make no payments or transfers of value that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.



Appendix 4 - Affirmation of Anti-Bribery and Corruption Compliance

I, [Name], [Designation] of [name of Company] have read and understood the Calibre Anti Bribery and Anti-Corruption Policy (“Policy”) and | agree to abide by the Policy.

I agree that I will not offer, promise or make any payment or give anything of value directly or through a third party, to any government official or to any other person / entity, in order to influence or reward an action or decision or to gain an improper advantage.

I understand that failure to comply with the Policy and other anti-corruption laws may result in immediate termination, prosecution, and/or other discipline, with penalties including fines and/or imprisonment.

I agree to report any potential violations to the Compliance Officer.

| | |
|-----------------|--|
| Signature | |
| Name | |
| Designation | |
| Employee Number | |
| Date | |

