



Associated Air-Pak Industries Sdn. Bhd.
(26441-T)

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

**ASSOCIATED AIR-PAK INDUSTRIES SDN. BHD.
ANTI-BRIBERY AND CORRUPTION POLICY**

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1. Associated Air-Pak Industries Sdn. Bhd's Commitment

Associated Air-Pak Industries Sdn. Bhd and its subsidiaries (“the Group”) are committed to conducting business dealings with integrity and comply to Malaysian Anti-Corruption Commission Act. This means avoiding practices of bribery and corruption of all forms in the company’s daily operations. The Group has adopted a zero-tolerance approach against all forms of bribery and corruption and takes a strong stance against such acts. Employees who refuse to pay or receive bribes or participate in acts of corruption will not be penalised even if such refusal may result in the Company losing its business or not meeting the targets.

The Group’s Anti-Bribery and Anti-Corruption Policy (“this Policy”) leverages the core principles set out in the Group’s Code of Business Conduct (“COBC”). The scenarios provided within this Policy do not limit the boundaries of the Policy which may be extended to cover all circumstances relating to bribery. Compliance to the Policy is mandatory and will be monitored with a principle- based approach.

2. Introduction

The Group highlighted Integrity as the first core values in the COBC. Each Employee shall uphold high levels of personal and professional values in all business interactions and decisions.

The nature of the Group’s business requires its employees to engage in business with a wide range of parties, both internal as well as external. Each Employee shall uphold high levels of personal and professional values in all business interactions and decisions.

This Policy also provides guidance on how to act when subjected to potential acts of bribery and matters of corruption.

This Policy shall be read in conjunction with the Anti-Bribery and Anti-Corruption Standard Operating Procedures (ABACSOP), Code of Business Conduct (COBC), the Third-Party Code of Conduct (TPCOC), Whistleblowing Policy and Procedure (WPP) and the Malaysian Anti-Corruption Commission Act 2009 and its 2018 amendment (“MACCA”).

3. Objective

This Policy sets out the Group’s position on bribery in all its forms and matters of corruption that might confront the Group in its day-to-day operations.

4. Scope

This policy applies to all Directors and Employees of the Group.

5. Definitions

Bribery	<p>Bribery is defined as any action which would be considered as an offence of giving or receiving ‘gratification’ under MACCA.</p> <p>In practice, this means offering, giving, receiving or soliciting something of value in an attempt to illicitly influence the decisions or actions of a person a position of trust within an organisation.</p> <p>‘Gratification’ is defined in the MACCA to mean the following:</p> <ul style="list-style-type: none"> (a) <i>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;</i> (b) <i>any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;</i> (c) <i>any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;</i> (d) <i>any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;</i> (e) <i>any forbearance to demand any money or money’s worth or valuable thing;</i> (f) <i>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</i> (g) <i>any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).</i> <p>Bribery may be ‘outbound’, where someone acting on behalf of the Group attempts to influence the actions of someone external, such as a Government official or client decision-maker.</p> <p>It may also be ‘inbound’, where an external party is attempting to influence someone within the Group such as a decision-maker or someone with access to confidential information.</p> <p>Bribery and corruption are closely related. However, corruption has a wider remit. See ‘Corruption’ definition below.</p>
Business Associate	<p>An external party with whom the organisation has, or plans to establish, some form of business relationship. This primarily include Counter parties and Business Partners (as defined in the COBC), i.e. clients, customers, joint ventures, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, subcontractors, suppliers, vendors, advisers, agents, distributors, representatives, intermediaries and investors (ISO 37001 definition).</p>
Corruption	<p>The Transparency International definition of corruption is ‘the abuse of entrusted power for personal gain.’</p>

	<p>For the purpose of this policy, corruption, is defined primarily as any action which would be considered as an offence of giving or receiving ‘gratification’ under the Malaysian Anti-Corruption Commission Act 2009 (MACCA) (‘Bribery’ as defined above).</p> <p>In addition, corruption may also include acts of extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.</p>
Conflict of interest	When a person’s own interests either influence, have the potential to influence, or are perceived to influence their decision making of the Group.
Directors	Directors include all independent and non-independent directors, executive and non-executive directors of the Group and shall also include alternate or substitute directors.
Exposed Position	A staff position identified as vulnerable to bribery through a risk assessment. Such positions may include but is not limited to any role involving procurement or contract management; financial approvals; human resource; relations with government officials or government departments; sales; positions where negotiation with an external party is required; or other positions which the company has identified as vulnerable to bribery.
Facilitation payment	A payment or other provision made personally to an individual in control of a process or decision. It is given to secure or expedite a routine or administrative duty or function.
Corporate Gift	Something given from one organisation to another, with the appointed representatives of each organisation giving and accepting the gift. Corporate gifts may also be promotional items given out equally to the general public at events, trade shows and exhibitions as a part of building the company’s brand. The gifts are given transparently and openly, with the implicit or explicit approval of all parties involved. Corporate gifts normally bear the company name and logo and are of nominal value. Examples of corporate gifts include items such as diaries, table calendars, pens, notepads, plaques, and festive gifts such as hampers, oranges and dates.
Personal Gift	Something given from one individual to another, with the intention of creating or enhancing a personal relationship. The gifts are given in a private setting, without the knowledge or approval of the company management of one or both parties. Personal gifts may include cash, cash equivalents such as credit cards, bitcoin or savings accounts, electronic items, watches, luxury pens, property, vehicles, free fares, shares, interest free loans, lottery tickets, travel facilities, entertainment, services, club memberships, any forms of discount or commission, jewellery, decorations, souvenirs, vouchers or any other valuable items.
Employees	All individuals directly contracted to the Group on an employment basis, including permanent and temporary employees and Directors.

6. Anti-bribery and anti-corruption policy

- a) The Group is committed to conduct its business ethically and in compliance with all applicable laws and regulations.
- b) All forms of bribery and corruption are prohibited. The Group upholds a zero-tolerance approach. In addition to bribery, Employees must not participate in any corrupt activity, such as extortion, collusion, breach of trust, abuse of power, trading under influence, embezzlement, fraud or money laundering.
- c) Bribery may take the form exchange of money, goods, services, property, privilege, employment position or preferential treatment. Employees shall not therefore, whether directly or indirectly, offer, give, receive or solicit any item of value, in the attempt to illicitly influence the decisions or actions of a person in a position of trust within an organisation, either for the intended benefit the Group or the persons involved in the transaction.
- d) This Policy applies equally to its business dealings with commercial ('private sector') and government ('public sector') entities, and includes interactions with their directors, Employees, agents and other appointed representatives at all levels. Even the perception of bribery is to be avoided.
- e) This Policy applies to all countries worldwide, without exception and without regard to regional customs, local practices or competitive conditions.
- f) No Employee will suffer demotion, penalty or other adverse consequences for refusing to pay or receive bribes or other illicit behaviour, even if such refusal may result in the company losing business or experiencing a delay in business operations.
- g) The Group recognises the value of integrity in its Employees and Directors. The Group's recruitment, training, performance evaluation, remuneration, recognition and promotion for all Employees, shall be designed to recognise integrity. The Group conducts due diligence on employees who holds or may be holding, Exposed Positions.
- h) The Group awards contracts and employee positions purely based on merits. Support letters in all forms shall not be recognised as part of the business decision making process.

7. Gifts, Entertainment and Travel and Donation and Sponsorship

- a) The Group awards contracts and employee positions purely based on merits. Support letters in all forms shall not be recognised as part of the business decision making process.
- b) Donations and Sponsorships (D&S) may be permitted for education and charity organisations with prior approval from the management. Donations in the form of charity may be permissible depending on the circumstance but should be made directly to an official entity and be able to be disclosed publicly when required to.
- c) In respect of political contributions, funds or resources of the Group must not be used to make any direct or indirect political contributions on behalf of the Group without approval from the Board.

Any appearance of making such contributions or expenditure to any political party, candidate or campaign, must also be avoided. Please refer **Appendix A** for further details.

8. Facilitation payments

- a) The Group adopts a strict stance that disallows facilitation payments.
- b) Employees are expected to notify their immediate superior when encountered with any requests for a facilitation payment. In addition, if a payment has been made and Employees are unsure of the nature, their immediate superior must be immediately notified and consulted. They must also ensure that the payment has been recorded transparently.
- c) The Group equally uphold the safety of Employees as priority. In the event that an Employee's safety is at stake, a facilitation payment to protect the Employee is permitted. The event shall be reported to the Managing Director for further actions.

9. Business Associates

- a) As part of the Group's commitment to combat bribery, the Group expects all Business Associates to refrain from bribery.
- b) If suspicion of bribery and corruption arises in the dealings with any Business Associate, the Group shall seek an alternative provider of the services / goods.
- c) The Group expects all Business Associates acting on behalf the Group to contractually agree to refrain from bribery and corruption, and to adhere to the Third Party Code of Conduct and declare compliance to via the Third Party Declaration Form.
- d) If the Group is not satisfied that bribery and corruption prevention has been upheld, due diligence shall be undertaken with regards to any Business Associate intending to act on the Group's behalf.

10. Responsibilities of Employees

- a) Employees are responsible for understanding and complying with this Policy. In particular, the role of all Employees includes the following :
 - i. Be familiar with applicable requirements and directives of the policy and communicate them to subordinates;
 - ii. Promptly record all transactions and payments accurately and in reasonable detail;
 - iii. Always raise suspicious transactions to immediate superiors for guidance on next course of action;
 - iv. Promptly report violations or suspected violations through appropriate channels;
 - v. Promptly complete COBC, Anti-Bribery and Anti-Corruption trainings and assessments.

11. Conflict of interest

- a) Conflicts of interest arise in situations where there is a personal interest that might be considered to interfere with that person's objectivity when performing duties or exercising judgement on behalf of the Group. Employees should avoid or deal appropriately with situations in which personal interest could conflict obligations or duties. Employees must not use their position, official working hours, Group resources and assets for personal gain or to the Group's disadvantage.

- b) The COBC sets out the procedures on how to deal with conflicts of interests arising with a selected group of individuals and entities, including:
 - i. Dealing with suppliers, customers, agents and competitors;
 - ii. Personal dealings with suppliers and customers;
 - iii. Outside employment and activities outside the Group ;
 - iv. Board membership;
 - v. Family members and close personal relationships; and
 - vi. Investment activities.
- c) In situations where confronted with such conflict, Employees are required to declare to the Managing Director (MD) for further actions
- d) Employee are encouraged to raise suspicious cases to immediate superiors for guidance on next course of action;

12. Staff declarations

- a) All employees shall complete trainings on the COBC and this Policy and make declaration of compliance via the Employee Undertaking and Acknowledge Form.
- b) In addition, under circumstances of suspicious behaviour, allegations and/or investigations relating to bribery or corruption, Internal audit committee reserves all rights to request the relevant Employee to declare information regarding assets owned as deemed necessary.

13. Anti-bribery and Anti-Corruption compliance

- a) Anti-Bribery & Anti-Corruption Committee shall have the oversight of the implementation of compliance controls related to this Policy.
- b) Anti-Bribery & Anti-Corruption Committee shall conduct regular risk assessments to identify the bribery and corruption risks potentially affecting the Group. Anti-Bribery & Anti- Corruption Committee shall also review the suitability of this Policy from time to time, taking into account relevant developments in the legislature as well as evolving industry and international standards.
- c) Anti-Bribery & Anti-Corruption Committee shall be act effectively against bribery, including initiating investigations deemed necessary based on reasonable cause for suspicion. The Head of Anti-Bribery & Anti-Corruption Committee shall maintain a direct reporting line to the Governance and Audit Committee as well as the Directors.

14. Awareness, communication and training

- a) The Group conducts awareness programmes for all Employees to refresh awareness of anti- bribery and anti-corruption measures, and to continuously promulgate integrity and ethics. This includes the COC training and assessment.
- b) Anti-Bribery & Anti-Corruption Committee shall maintain all records of trainings pertaining to Anti-Bribery & Anti-Corruption.

15. Reporting of policy violations

Employees who encounter actual or suspected violations of this Policy are required to report their concerns. Each Employee has a responsibility to ensure that suspected -bribery and corruption incidents are reported promptly. The Group practices an open-door policy and encourages all Employees to share concerns and suggestions with superiors and colleagues who are able to address them in an appropriate manner. The COBC sets out secured whistleblowing channels below :-

- a) Email:
 - i. Independent Non-Executive Director: whistleblowing@air-pak.com.my
- b) Calls to (Malaysian Office Hours; GMT+8 hours)
 - i. Malaysia: +605-5262122
- c) Letters to Anti-Bribery & Anti-Corruption Committee, Whistleblowing Unit at:
 - i. Associated Air-Pak Industries Sdn. Bhd.
9, Persiaran Rishah 9, Kawasan Perindustrian Silibin, 30100 Ipoh, Perak, Malaysia

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

16. Investigation of Policy Violations

- (a) The Prescribed Officer who receives the report will assess the report to determine whether it is related to a wrongdoing or excluded from the scope of this Policy and shall make general recommendations to the Chairman. The Chairman may designate any person, from the Group or external party, to conduct any investigation or to carry out any other process pursuant to this Policy (for instance, any meeting or an internal audit).
- (b) The Chairman has the authority to make the final decisions including, but not limited to, any of the following:
 - rejection of the report;
 - directing the concerns or any part thereof for consideration under other internal procedures or disciplinary procedures, if appropriate and applicable;
 - resolution without recourse to an investigation;
 - directing investigations on the report and any persons involved or implicated;
 - suspending the alleged wrongdoer or any other implicated person from work to facilitate any fact finding or to avoid any employee's exposure to threat or harm;
 - obtaining any other assistance (for instance, external auditors or legal advice); and
 - referral to the police or any other appropriate enforcement authority.
- (c) If the wrongdoing involves the Chairman, the report shall be made to another director of the Group who shall refer this to the Board of Directors. The Board of Directors shall then authorise a Group director to be responsible for the investigation and recommendation to the Board of Directors. The Board of Directors shall have the authority to make the final decisions regarding the disclosure of wrongdoing.
- (d) It is intended that the disclosures by the Whistleblower will be acted upon in a timely manner.

- (e) The Whistleblower and the alleged wrongdoer are expected to give their full cooperation in any investigation or any other process carried out pursuant to this Policy. They may be asked to attend a meeting to discuss the allegations and must take all reasonable steps to attend the meeting. The alleged wrongdoer will be given an opportunity to answer the allegations at the meeting.
- (f) The Whistleblower will be informed of the result of any investigation or action or decision taken by the Company as soon as practicable.
- (g) If the Whistleblower is implicated or discovered to be or have been involved in any wrongdoing, the Whistleblower may also be investigated so as to complete the fact-finding process. An investigation in this instance is not and shall not be treated as a reprisal against the Whistleblower, but to facilitate decision making.

17. Protection Under This Policy

- (a) Upon making a disclosure in good faith, based on reasonable grounds and in accordance with the procedure pursuant to this Policy:
 - (i) the Whistleblower shall be protected from Detrimental Action within the Group as a direct consequence of the Whistleblower's disclosure.

"Detrimental Action" means: -

 - action causing injury, loss or damage;
 - intimidation or harassment;
 - interference with the lawful employment or livelihood of any person, including discrimination, discharge, demotion, suspension, disadvantage, termination or adverse treatment in relation to a person's employment, career, profession, trade or business or the taking of disciplinary action; and
 - a threat to take any of the above actions.
 - (ii) the Whistleblower's identity shall be protected, i.e. kept confidential unless otherwise required by law or for the purpose of any proceedings by or against any Group Company.
- (b) If Whistleblower (being an employee), in good faith, reasonably believes he/she is being subjected to Detrimental Action from any person within the Group as a direct consequence of having made a disclosure under this Policy, he/she may consult the Prescribed Officer in confidence. The Company does not permit Detrimental Action of any kind against the Whistleblower for complaints submitted hereunder that are made in good faith. Any such Detrimental Action shall in itself be considered a serious breach of this Policy. A Detrimental Action by any person against the Whistleblower may result in disciplinary action against that person, including issuance of formal warning or reprimand, suspension or termination of employment or service with the Group Company.
- (c) The Company reserves the right to revoke the Whistleblower protection accorded under this Policy if the Whistleblower has, or is found to have:
 - participated in the Wrongdoing; and
 - made a disclosure not in accordance with the requirements of this Policy (for instance, false, dishonest, mischievous or malicious complaints).

The Company shall give written notice to the Whistleblower of the revocation of protection. In addition, the Company reserves the right to take such legal or other actions or disciplinary measures against the Whistleblower (if the Whistleblower is an employee), including issuance of formal warning or reprimand, suspension or termination of employment or services with the Group Company.

18. Confidentiality

- (a) Reasonable steps will be taken to maintain the confidentiality of the Whistleblower and report made by the Whistleblower, unless:-
- the Whistleblower expressly agrees otherwise, and provides his agreement in writing; or
 - otherwise required by law.
- (b) The Whistleblower or any person who is involved in the investigation process, shall not disseminate to third parties information regarding the Wrongdoing or any part thereof, including the status or outcome of an investigation into it, except:
- to those who are authorised under this Policy;
 - by lodging a report with an enforcement agency in accordance with the Whistleblower Protection Act 2010 or any other prevailing law;
 - if required by law; and
 - on a strictly confidential basis to a professionally qualified lawyer for the purpose of obtaining legal advice.
- (c) The Whistleblower shall not:
- contact the suspected individual to determine facts or demand restitution; and,
 - discuss the case, facts, suspicions, or allegations with anyone except to assist in their investigations.

19. Non-compliance

- a) Anti-Bribery & Anti-Corruption Committee shall conduct regular validation to ensure compliance to this Policy. Such validation exercises may be conducted either independently by Anti-Bribery & Anti-Corruption Committee or in collaboration with external consultants.
- b) Non-compliance identified by the validation or identified through other risk assessments undertaken shall be reported to the Governance and Audit Committee.

20. Continuous improvement

The Group is committed to continually improve its policies and procedures relating to anti- bribery and anti-corruption. Anti-Bribery & Anti-Corruption Committee may therefore endeavour to develop further integrity measures.

21. Sanctions for non-compliance

- a) The Group regards bribery and corruption as a serious matter. Non-compliance may lead to disciplinary action, up to and including termination of employment. Further legal action may also be taken in the event that the Group's interests have been harmed as a result of non- compliance.
- b) The Group shall notify the relevant regulatory authority if any identified bribery or corruption incidents have been proven beyond reasonable doubt.

Where notification to the relevant regulatory authorities have been done, the Group shall provide full co-operation to the said regulatory authorities, including further action that such regulatory authority may decide to take against convicted Employees.

22. Waiver

Any deviation or waiver from this policy must be approved by Board of Directors.

This policy was approved by the Board on **18 January 2021**.

END OF POLICY

FREQUENTLY ASKED QUESTIONS

1. Can I accept and provide entertainment and hospitality?

For employees of the Group, accepting or providing entertainment and hospitality is not allowed if the intention is to obtain a favor or influence other persons' performance of official duties.

However, the Group recognizes that normal entertainment and hospitality, including meals and refreshments, are accepted practices, but certain persons, like government officials, are subject to limitations on what they may accept or offer.

Before You offer or receive any entertainment or hospitality, including meals and refreshments, you should ask yourself:

- Does it legitimately support our business?
- Is it reasonable, proportionate, and customary?
- Could it be viewed as an attempt to improperly influence a business decision or government action?
- Would this embarrass You or the Company if it was on the front page of the newspaper?
- If You are unsure of the answer to any of these questions, you must seek guidance from Managing Director or CFO.

Entertainment or hospitality expenses, including meals and refreshments, are never permissible, regardless of the amount, if the purpose of incurring them is to improperly influence a decision involving the Company's business.

You may give or receive business entertainment or hospitality, including meals and refreshments, without prior approval from the Managing Director or CFO only if all of the following conditions are met:

- The main purpose of the meeting at which the meal, refreshments or entertainment is provided is discussion regarding the Company's products, and the meeting is attended by the appropriate Company representatives;
- The meal, refreshments or entertainment is permitted by local law and regulation, as well as the rules of the recipient's employer; and
- The cost of the meal, refreshments or entertainment is:
 - less than RM 1,000 or the equivalent in another currency

You must receive prior written approval from the Managing Director or CFO before you accept any other forms of business entertainment or hospitality, including meals and refreshments.

Appendix A

Table 1: Entertainment and Hospitality

EXAMPLE	COMMENT
Working Lunches.	Okay
Dinner at a five-star hotel with entertainment thrown in.	Okay, if this is a normal gesture of hospitality and there is no any return favour is expected.

2. Can I give and receive gift?

You may not give or receive gifts in connection with the Company's business except in accordance with this policy.

No gift may be given unless specifically allowed by written local law and regulation and you have received prior written approval from the Managing Director and CFO.

You may give or receive a gift from a private person without prior approval from the Managing Director and CFO only if all of the following circumstances are met:

- The gift is appropriate under legitimate and generally accepted local law and regulation;
- The gift is permitted by the rules of the recipient's employer;
- The item is of nominal value (under RM 500 per calendar year) (examples include logo cups, hats, shirts, USB drives, calendars and notebooks which bear a company or other official logo); and
- The expenses related to the gift are supported by receipts, approved in accordance with the Company policies, and accurately recorded in the Company's books and records. In the event that a cash advance is obtained to pay for a permissible gift, appropriate documentation of the expense must be maintained and submitted pursuant to the Company's Finance Manual.

Table 2: Gifts

EXAMPLE	COMMENT
Money, gold, diamonds, jewellery, expensive watch, rare fabrics or materials.	NO, too significant for a return favour not to be expected.
Opportunity to buy, at lower costs, goods for your family/spouse, in exchange for your vote on a contract and etc.	NO, a return favour is expected.
Fruits, confectionery (chocolates and etc), mooncakes and etc.	YES, if this is a normal gesture of hospitality.
Wedding gifts and hampers.	YES, if this is a normal gesture of hospitality.



THIRD PARTY DECLARATION FORM

1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ partners/ introducers/ government intermediaries of Associated Air-Pak Industries Sdn. Bhd. and its subsidiaries namely Wan-Harris Sdn. Bhd., Perspektif Mulia Sdn. Bhd. and AAPI Land Sdn Bhd (collectively, "Air-Pak Group")
2. We hereby declare that we will comply with:
 - i. All applicable laws and regulation relating to Air-Pak Group's Third party code of conduct with respect of it's Anti-bribery and anti-corruption policy, and whistleblowing policy.
 - ii. The following principles
 - (a) committing to promote values of integrity, transparency, accountability and good corporate governance.
 - (b) Prevention of corruption and fighting any form of corrupt practice.
 - (c) Supporting anti-corruption initiatives led by the government and the authorities.

(hereinafter collectively referred to as "the requirements")
3. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities for any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to Air-Pak Group.
4. We undertake to promptly inform Air-Pak Group of any breach and/ or alleged/ suspected breach of the requirements via email to whistle@Air-Pak Group.com.my and cooperate with Air-Pak Group in any investigation of such breach involving Air-Pak Group's staff.
5. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/ or contract of service.
6. We further acknowledge that Air-Pak Group has the right to suspend or terminate the contract/ agreement/ job and disqualify us from tendering for future contracts/ jobs if we were found to have breached the requirements or any other terms and conditions implemented by Air-Pak Group pursuant to the contract/ agreement/ job.

Signature of Authorized Person:

Name of Company's Authorized Person:

Company's Name:

Company's Stamp:

Date:



STAFF DECLARATION FORM

I, _____, NRIC number: _____
acknowledge that I have read and fully understood the contents of Air-Pak's Anti-Bribery & Corruption Policy. By signing this acknowledgement, I hereby accept and agree to full compliance to this Policy and its accompanying policies, rules and regulations. I understand that a breach by me, of any provision of this Policy, may result in the appropriate disciplinary action being taken against me, including summary dismissal.

.....
(Signature)

Name :
Designation :
Date :